



UPDATED AGENDA

OCONEE COUNTY COUNCIL MEETING

August 20, 2019

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- July 16, 2019 Regular Minutes

Administrator Comments

Presentation to Council *[Presentation limited to a total of ten (10) minutes.]*

- 2019 SC State of Homelessness Report / *Lorain Crowl, United Housing Connections, Executive Director*
- Update on Crime Data for Oconee County / *Sheriff Mike Crenshaw, Oconee County Sheriff's Office*

Public Hearings for the Following Ordinances

Ordinance 2019-17 “AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS TO AMERICAN LEGION, DEPARTMENT OF SOUTH CAROLINA, POST #124 FOR THE PURPOSE OF PROVIDING INGRESS, EGRESS, AND VEHICULAR PARKING ON CERTAIN COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.”

Third Reading of the Following Ordinances

Ordinance 2019-17 *[see caption above]*

Second Reading of the Following Ordinances

Ordinance 2019-18 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 104 BROWN SQUARE DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

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Ordinance 2019-19 “AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY AND TECHNOLOGY PARK; AND OTHER MATTERS RELATED THERETO.”

First Reading of the Following Ordinances

Ordinance 2019-20 “AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2019-21 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND ACI PLASTICS SOUTH, LLC, INCLUDING THE INCLUSION OF ACI PROPERTIES SOUTH, LLC, AND GREENCYCLE U.S. HOLDING, INC. AS CO-SPONSORS, AND AMENDING THE FEE AGREEMENT DATED AS OF OCTOBER 1, 2014; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

Discussion Regarding Action Items

Engineering Services for Groundwater Monitoring & Reporting / Solid Waste / Amount: \$65,000.00 (Estimated)

Budget: \$65,000 **Project Cost:** \$65,000 **Balance:** \$0.00

At the January 17, 2017 Council meeting, Council approved the award of RFP 16-09 to Smith Gardner, Inc., for Engineering Services for Solid Waste with the option to extend the contract for four (4) consecutive one (1) year terms. The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for groundwater and stream water sampling and monitoring at the Seneca and Five Forks landfills; and the required analysis and submission of reports to SCDHEC.

At the July 17, 2018 Council meeting, Council approved these services to Smith Gardner in the amount of \$58,818.00, for fiscal year 18-19, as these services are required annually by SCDHEC. RFP 16-09 has two (2) one (1) year terms remaining. We are asking that Council authorize the Administrator to renew the Groundwater Sampling and Reporting for the 2 remaining years as long as the funds are budgeted and the work is satisfactory. The dollar amount is estimated due to possibility of additional wells that may require testing and reporting.

It is the staff’s recommendation that Council [1] approve the award of an estimated \$65,000.00 to Smith Gardner, Inc., of Raleigh, NC for engineering services for groundwater monitoring and reporting and [2] authorize the County Administrator to renew the Engineering Services for Groundwater Sampling and Reporting for the remaining 2 years under the RFP 16-09 Contract, as along as all work is deemed satisfactory.

Hyundai HX300L Excavator / Solid Waste / \$216,567.00

Budget: \$235,000 **Project Cost:** \$216,567 **Balance:** \$18,433

This Excavator will be used mainly at the landfill to accomplish tasks such as loading the mulcher, excavating and loading dirt, and annual sediment basin cleanouts. After researching excavators with a minimum operating weight of 68,000 lbs., it was determined that the Hyundai HX300L with a 54" heavy duty bucket, heavy duty rake, with hydraulic thumb and quick coupler, best met the needs of the Solid Waste Department.

The County is utilizing the North Carolina Sheriffs' Association contract through a cooperative purchasing agreement. The contract discount is 46% off the list price of the equipment and 8% off the list price of attachments. National Equipment Dealers are also offering a "dealer discretionary discount" of \$14,344.54 the contract price for the excavator and the attachments.

The County will be trading in Solid Waste's current excavator, a Kobelco SK200LC. National Equipment Dealers (dba: May/RHI) has agreed to \$18,000.00 for the trade-in.

It is the staff's recommendation that Council approve the purchase of the Hyundai Excavator from National Equipment Dealers (dba: May/RHI) of Columbia, SC in the amount of \$216,567.00.

Fuel Truck Lease / Airport / \$ 18,000.00 for year one

Budget: \$24,000 **Project Cost:** \$18,000 **Balance:** \$6,000

Titan Aviation Fuels supplies the Oconee County Regional Airport ("Airport") with fuel for resale. The Airport is in need of a suitable refueling truck to facilitate its fuel sales. Titan Aviation Fuels is offering a refueling truck lease to complement its fuel supply agreement with the County.

It is the staff's recommendation that Council [1] approve and authorize the execution of an Equipment Lease Agreement with Titan Aviation Fuels for an aviation refueling truck for the Oconee County Regional Airport and [2] authorize the County Administrator to renew the Lease for up to four-one year periods (\$18,000.00 per year), provided their service is satisfactory.

Request to authorize direct negotiations and the execution of negotiated contracts with construction professionals for the repair of fire damaged portions of the Oconee County Law Enforcement Center pursuant to O.C. Code § 2-428(a), which provides an exemption from various competitive bid procurement methods, upon County Council approval.

In late 2017, portions of the Oconee County Law Enforcement Center ("LEC") were damaged by a fire of unknown origin. A lengthy negotiation process ensued in attempts to settle the County's claim (the "Claim") for insurance proceeds in relation to fire-damaged real and personal property. Part of the negotiation process involved the County acquiring estimates for various aspects of the repair in order to substantiate its claim. The repair of the LEC will involve construction pursuant to design materials that are highly security sensitive due to the nature of the areas to be repaired, and thus widespread dissemination of the design materials is disfavored.

Staff requests Council approve direct negotiations and contracting with construction professionals, including those who participated in providing data to assist in resolving the Claim, so as to expedite the long-awaited repairs to the LEC and to minimize dissemination of the security sensitive design materials.

Hitachi ZW550-6 Wheel Loader / Rock Quarry / \$629,810.00

Budget: \$700,000 / **Project Cost:** \$629,810.00 / **Balance:** \$70,190.00

This Wheel Loader is a Hitachi ZW550-6. Its main use will be in the pit loading haul trucks to transport crushed rock from the jaw crusher to the secondary and tertiary cone crushers at the Quarry. The County is

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utilizing the North Carolina Sheriffs' Association contract through a cooperative purchasing agreement. The contract discount is 38% off the list price of the equipment and 10% off the list price of attachments. National Equipment Dealers (dba: May/RHI) are also offering an additional dealer discount of \$25,056.66 off of the contract price for the wheel loader and the attachments.

It is the staff's recommendation that Council approve the purchase of the Hitachi ZW550-6 Wheel Loader from National Equipment Dealers (dba: May/RHI) of Columbia, SC in the amount of \$629,810.00.

2019 Edward Byrne Memorial JAG Grant Notification

Oconee County Sheriff's Department may receive an allocation of \$12,944 from the Bureau of Justice Assistance. The grant program requires the notification of intent be made available for the County Council and the public to review and comment on the proposed use of funds. The Sheriff's Department plans to use the funds from this program to purchase 2 sniper rifles and optical equipment.

Funding Commitment for Infrastructure Improvements at Seneca Rail Park / Up to \$327,712.00

On March 19, 2019, Oconee County Council approved the commitment of the balance of funding for the Seneca Rail Park Waterline and Sewer Infrastructure Project, up to \$263,650.00. Certain costs associated with the project do not meet the parameters for grant funding; therefore, the balance of funding needed from the County has increased to \$327,712.00.

Oconee County owns the Seneca Rail Park, a 111-acre industrial park located along Shiloh Road. Although sewer and water lines run to the edge of the property, there is currently no water or sewer within the Park. The City of Seneca commissioned a master plan to get needed water and sewer in to the park. This plan included two phases; the estimated construction cost for phase 1 is \$827,712.00, which includes engineering, design, permitting, and construction of water and gravity sewer lines. Oconee County and Oconee Economic Alliance has been awarded the South Carolina Rural Infrastructure Authority FY19 Economic Infrastructure grant for \$500,000 to offset the cost of construction of this critical water and sewer infrastructure.

It is the staff's recommendation that Council approve the commitment for the remaining balance of funds for the Seneca Rail Park Waterline and Sewer Infrastructure Project.

Engineering Services for Seneca Rail Infrastructure / Economic Development / \$95,500.00

The Seneca Rail Site resides in the city limits of Seneca and the City of Seneca is the water/sewer provider to the park.

Goodwin Mills Cawood (GMC) has been working with the City of Seneca for 5 years. The City of Seneca instructed and paid GMC to complete the initial study for infrastructure at the Seneca Rail site and completed the Norfolk Southern Encroachment permitting needed for the bore under the railroad.

GMC assisted the County in preparing the grant application to RIA for this infrastructure project. The County was awarded this grant of \$500,000 due to GMC's expertise and assistance in providing all the supporting documentation.

It is the staff's recommendation that Council approve the Sole Source Award for Engineering Services for Seneca Rail Infrastructure to Goodwin, Mills and Cawood in the amount of \$95,500.00

To direct staff to investigate, and as appropriate, initiate discussions with the Army Corps of Engineers for a lease agreement in relation to a public lake

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access area / boat ramp adjacent to property commonly known as Lakeside Lodge, with the lease area to be subleased for maintenance and operation by Lakeside Lodge / Clemson Family Investors, LLC or an appropriate affiliate.

Council Committee Reports

Planning & Economic Development / Mr. Cain.....[06/04/2019]
Real Estate, Facilities, & Land Management / Mr. Davis.....[06/04/2019]
Law Enforcement, Public Safety, Health & Welfare / Mr. McCall.....[07/16/2019]

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]
***Building Codes Appeal Board.....1 At Large Seats**

**No questionnaires on file for the seat listed above*

Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required] [None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required] [None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discussion regarding an Economic Development matter, Project Aztec.

[2] Discussion regarding an Economic Development matter, Project Trout.

[3] Receive legal advice and discuss contractual matter related to land development.

[4] To receive legal advice and discuss personnel matters related to the following departments: The Rock Quarry, Auditor, Finance, Assessor, Information Technology, Human Resources, Sheriff's Office, Airport, Treasurer, Facilities Maintenance, Roads and Bridges, Planning, Solid Waste, Registration & Elections, Procurement, and Administration, including internal review procedures.

[5] To discuss employment and personnel matters related to the County's Information Technology staff, including their scope of responsibilities and duties.

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers. ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

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2019 SC UPSTATE COC GAPS ANALYSIS

QUICK REFERENCE GUIDE

POPULATION & BED CAPACITY

Of the 1,185 persons in the Upstate who reported experiencing homelessness on a single night in January 2018

916 WERE INDIVIDUALS



269 WERE FAMILIES WITH CHILDREN

According to the Housing Inventory Count (HIC) during that same time period, only



298 PERMANENT SUPPORTIVE HOUSING BEDS WERE IN INVENTORY FOR INDIVIDUALS

43 PERMANENT SUPPORTIVE HOUSING BEDS WERE IN INVENTORY FOR FAMILIES WITH CHILDREN



AN INCREASE IN HOUSING STOCK OF ALL TYPES IS A CRITICAL NEED.



TRANSITIONAL HOUSING BEDS DROPPED 25% (63 BEDS)



RAPID RE-HOUSING BEDS INCREASED BY 80% (73 BEDS)



PERMANENT SUPPORTIVE HOUSING BEDS DROPPED BY 3% (11 BEDS)

TOTAL INVESTMENT



RAPID RE-HOUSING IS THE MOST COST EFFECTIVE HOUSING TYPE

2018 EXPENDITURE OF COC RESOURCES FOR BEDS
\$10,959,256

- 61% EMERGENCY SHELTER (\$8,044 PER BED)
- 18% PERMANENT SUPPORTIVE HOUSING (9,534 PER BED)
- 17% TRANSITIONAL HOUSING (\$10,162 PER BED)
- 4% RAPID RE-HOUSING (\$4,319 PER BED)
- 2% SAFE HAVEN (\$10,031 PER BED)



2017 SYSTEM PERFORMANCE ANALYSIS

NUMBER OF FIRST-TIME HOMELESS OF THE 1,130 PARTICIPANTS SERVED, 976 WERE EXPERIENCING HOMELESSNESS FOR THE FIRST TIME.



CAUSE

LACK OF HOUSING STOCK THAT IS AFFORDABLE FOR LOW INCOME PARTICIPANTS

LENGTH OF STAY IN SHELTER SETTINGS

- **BOTH INDIVIDUALS AND FAMILIES TEND TO STAY IN SHELTER FOR LESS THAN 3 MONTHS, ALTHOUGH FAR ABOVE THE BENCHMARK OF 30 DAYS**
- **INDIVIDUALS TEND TO STAY IN TRANSITIONAL HOUSING FOR 1-3 MONTHS, WHILE FAMILY STAYS ARE MUCH LONGER AT 9 - 12 MONTHS**

EXITS TO PERMANENT HOUSING

A SIGNIFICANT NUMBER OF INDIVIDUALS AND FAMILIES WHO RESIDE IN RRH OR TH REPORT EXITING TO PERMANENT HOUSING (86% FOR RRH AND 76% FOR TH) - A VERY POSITIVE MEASURE.

RETURNS TO HOMELESSNESS

ONLY 3% OF PARTICIPANTS FROM ALL PROJECT TYPES EXITING TO PERMANENT HOUSING RETURN TO HOMELESSNESS IN THE FIRST SIX MONTHS AND ONLY 11% AFTER 2 YEARS.

COORDINATED ENTRY SYSTEM (CES)

A SUCCESSFUL CES MATCHES THE RIGHT HOUSING TYPE TO THE PARTICIPANT, DIVERTS PERSONS WHO CAN SELF-RESOLVE, REDUCES LENGTH OF TIME HOMELESS BY QUICKLY HOUSING PARTICIPANTS AND TARGETS THE APPROPRIATE HOUSING AND INTERVENTION TO PROMOTE PARTICIPANT LONG-TERM SUCCESS.



PERSONS IN FAMILIES AND THOSE WITH MODERATE INCOME WERE MOST LIKELY TO SCORE FOR SHORT-TERM RAPID REHOUSING

THOSE WITHOUT INCOME WILL NEED LONGER-TERM ASSISTANCE TO MAINTAIN HOUSING

DEVELOPING ADDITIONAL FUNDING SOURCES TO PROVIDE MORE HOUSING INVENTORY IS CRITICAL

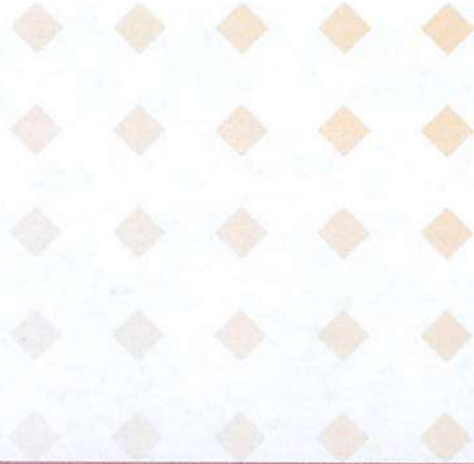
NOTEWORTHY

- **OF THE 824 PARTICIPANTS IN CES, NEARLY 61% REPORT FROM THE GREENVILLE/LAURENS AREA.**
- **56% OF PERSONS COMPLETING THE INTAKE PROCESS WERE WOMEN AND 52% WERE BLACK/AFRICAN AMERICAN**
- **ADDITIONAL ACCESS POINTS ACROSS THE COC ARE NEEDED**

2019 State of Homelessness Report



www.upstatecoc.org



POPULATION – TAKE-AWAYS

Annualized HMIS Data

- 11,338 persons were experiencing homelessness across South Carolina in FY 2017
- Compared to the Statewide Statistics, the annualized Upstate CoC population was:
 - Slightly younger,
 - More evenly distributed between male/female,
 - More likely to be persons in household units (i.e. not individuals), and
 - Less likely to report a disability

Point-in-Time Data (2019)

- Statewide PIT total was 4,172 (up 239 persons from last year) + in unsheltered persons
- Upstate CoC PIT total was 1,401 (up 216 persons from last year)
 - Increases in both sheltered (+46) and unsheltered (+170) counts
- The Upstate CoC had the highest PIT Count number by CoC (186 more than MACH)
- 321 Chronically Homeless persons counted in the Upstate(34% of the statewide total)
- Greenville count was 753 (193 Chronically Homeless) – 3rd highest county count

Comparisons to Census


- Compared to the Statewide Census data, the homeless population:
 - Is older,
 - More skewed towards males, and
 - Vastly over-represents Black/African Americans

McKinney-Vento Data

- 12,660 students were identified as experiencing homelessness in 2017-2018 (5,782 – 46% - were from the Upstate)
- The upstate had far and away the highest number of unsheltered students (1,345 or 76% of all unsheltered identified)
- The most students statewide (6,526) and in the Upstate (3,219) were counted in Elementary School
- Homelessness was shown to be related to poor academic proficiency in both English and Math



CAPACITY/ INVENTORY - TAKEAWAYS

- 
- A decorative pattern of light blue diamonds is arranged in a grid on the right side of the slide, extending from the top edge down to the middle of the page.
- **5,894 homeless-dedicated beds statewide**
 - **1,606 homeless-dedicated beds in the Upstate**
 - **Statewide and locally, bed inventory is overly weighted to families with children.**
 - **There is a need for greater numbers of beds dedicated to serving those experiencing homelessness as individuals.**



SYSTEM PERFORMANCE - TAKEAWAYS

Compared with statewide data, the Upstate:

- Has a higher percentage of first time homelessness when compared to statewide data. (*prevention/diversion*)
- Has a longer weighted length of time homeless in ES, SH, and TH projects when compared to statewide data. (*move-on strategy*)
- Demonstrates better performance in exits to permanent housing and retention of permanent housing. (*programs/case management*)
- Sees significantly fewer returns to homelessness at both short-term and long-term benchmarks.



**SHELTERED HOMELESSNESS
IN THE UPSTATE –
KEY TAKEAWAYS**

SHELTERED HOMELESSNESS KEY FINDINGS

- 3,726 and 3,502 unique persons were found to be experiencing homelessness in the Upstate region during 2017 and 2018
- Two thirds of the unique persons served were served by Miracle Hill, the remaining third were served by HMIS-affiliated providers
- 2,285 persons received shelter services in Greenville County in 2018. 734 unique persons were served in Spartanburg county

FINDINGS CONTINUED

- Well over half of the clients entered shelter from a homeless situation
- Over half of persons exiting, exited to an “Unknown Destination”
- Persons who exited to positive housing were more likely to reside in shelter for longer timeframes than those who exited to negative and institutional destinations
- Three quarters of persons did not report any income at entry
 - Among those who did, the average monthly income was only \$694 – not enough to sustain housing on their own
- Clients receiving shelter services are by-in-large from the local area -- An overwhelming majority of persons receiving shelter services were last permanently housed within South Carolina - particularly in the Upstate.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2019-17

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS TO AMERICAN LEGION, DEPARTMENT OF SOUTH CAROLINA, POST #124 FOR THE PURPOSE OF PROVIDING INGRESS, EGRESS, AND VEHICULAR PARKING ON CERTAIN COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of approximately 9.472 acres of land located on Kenneth Street in the City of Walhalla, South Carolina ("County Property"); and

WHEREAS, American Legion, Department of South Carolina, Post #124 ("American Legion Post #124") wishes to acquire from the County, and the County wishes to grant to American Legion Post #124, certain easement rights in relation to a portion of the County Property for the purpose of ingress, egress, and vehicular parking (collectively, the "Easement Rights"); and,

WHEREAS, the form, terms, and provisions of the Easement Agreement (the "Easement Agreement") now before the Oconee County Council ("County Council"), a copy of which is attached hereto as Exhibit A, are acceptable to the County Council for the purpose of giving effect to the Easement Rights; and,

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by County Council, in meeting duly assembled, that:

1. County Council hereby approves the grant of Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by her execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County any and all other documents, or instruments related to the Easement Rights in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall be in full force and effect from and after third reading and enactment by the County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: June 18, 2019
Second Reading: July 16, 2019
Third Reading: August 20, 2019
Public Hearing: August 20, 2019

visitors, and guests rights of ingress, egress, and vehicular parking to, from, and within the Easement Premises.

Grantee, its respective heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Grantor from any claims which may arise out of the use of the Easement Premises.

Any rights to the Easement Premises not specifically granted to Grantee herein, are reserved to Grantor, its successors or assigns.

The easements and rights granted herein shall constitute perpetual covenants running with the land encumbered hereby until such time as this agreement is terminated by written agreement, executed by all parties, their successors or assigns, or as otherwise provided herein.

This Easement may only be modified by written instrument executed by all parties, their successors and assigns.

This instrument fully sets forth the terms and conditions of the easement granted herein. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this easement agreement.

Subject to the termination provisions contained herein, the terms and provisions of this easement agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

TO HAVE AND TO HOLD this easement unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the rights, privileges, and interests above described, unto Grantee, its successors and assigns, against Grantor and against Grantor's heirs, successors and assigns, against claims brought by, through or under Grantor.

IN WITNESS WHEREOF the hand and seal of Grantor herein has hereunto been set this _____ day of _____, 2019.

Witnesses:

(Witness)

(Witness)

Grantor:

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____,

2019, by _____, on behalf of Oconee County.

Notary Public for _____
My commission expires: _____
(SEAL)

Witnesses:

Grantee:

(Witness)

By: _____

(Witness)

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by _____ on behalf of American Legion, Department of
South Carolina, Post 124.

Notary Public for _____
My commission expires: _____
(SEAL)

Exhibit A

Grantor's Property

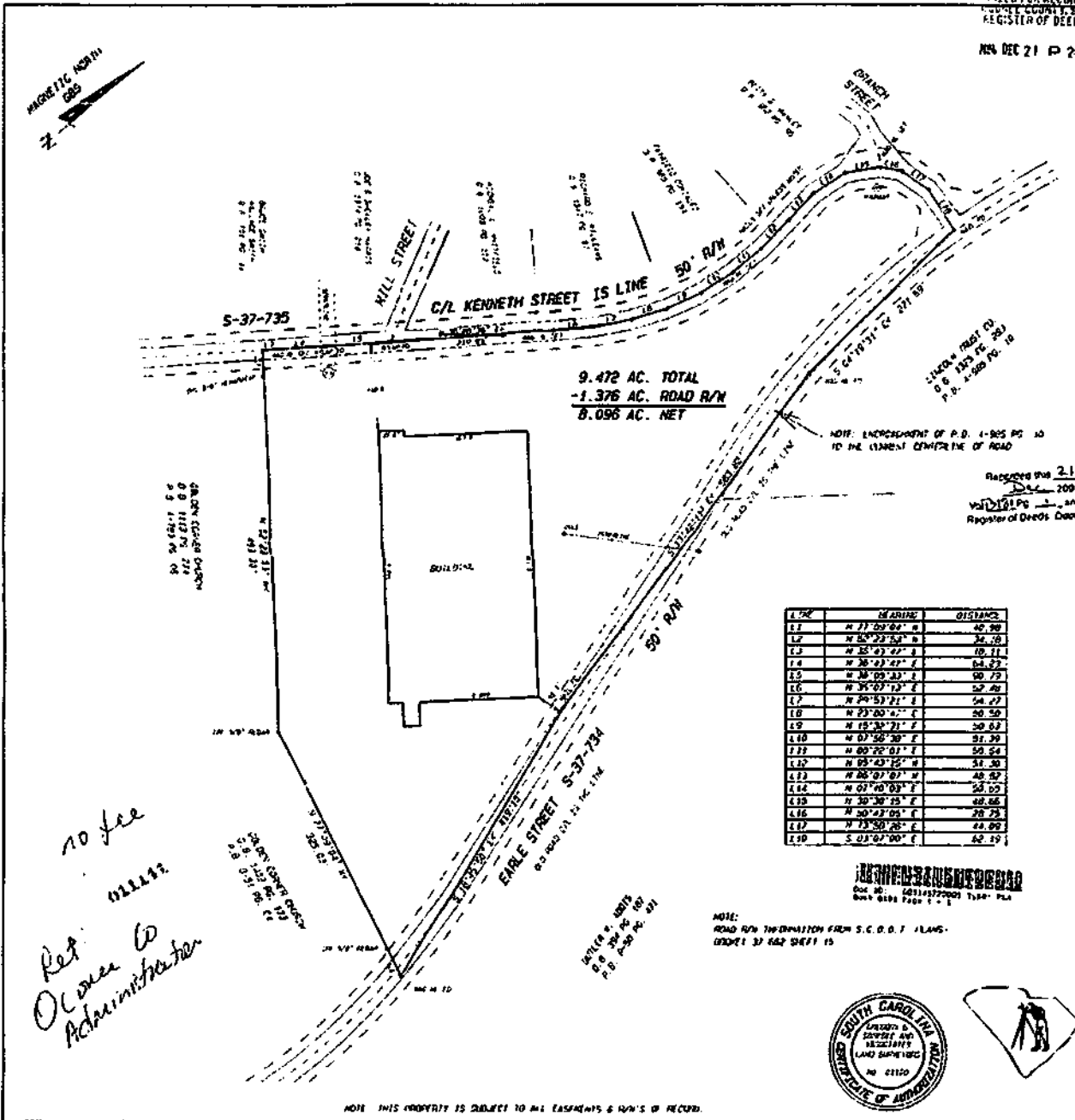
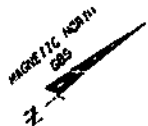
See Attached

Exhibit A

FILED FOR RECORD
 OGDON COUNTY, S.C.
 REGISTER OF DEEDS
 NOV DEC 21 P 2 34

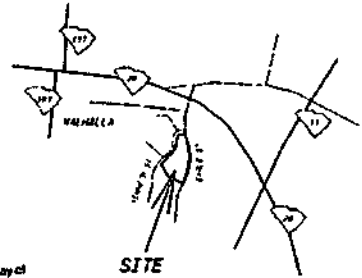
PLAN PREPARED FOR
 S.C. DOT to
 OGDON COUNTY
 Deed 1554
 Pg 276 -

PARCEL ON FAIRLE ST & KEENEY ST.
 REF. D.R. 860 PG. 01
 REF. P.M. A-365 PG 03 & PG D-45 PG 173
 TRF# 500-24-01-001



9.472 AC. TOTAL
 -1.376 AC. ROAD R/W
 8.096 AC. NET

NOTE: ENCROACHMENT OF P.D. 1-865 PG 10
 TO THE CURRENT CENTERLINE OF ROAD
 Resurvey this 2.1 day
 Dec 2006
 Vol 111 PG 1 and Concord
 Register of Deeds, OGDON County



SITE
 LOCATION MAP

ACREAGE - 9.472 AC. TOTAL
 DATE: DECEMBER 4, 2006
 STATE OF SOUTH CAROLINA
 COUNTY OF OGDON
 TOWNSHIP OF WAGENER
 CITY OF WALHALLA
 SCALE: 1" = 100'

LINE	BEARING	DISTANCE
L1	N 71° 59' 00" W	40.90
L2	N 60° 23' 30" W	34.78
L3	N 55° 43' 47" E	19.11
L4	N 36° 43' 47" E	64.23
L5	N 36° 09' 30" E	90.73
L6	N 36° 09' 30" E	50.76
L7	N 20° 53' 12" E	54.47
L8	N 23° 00' 00" E	50.50
L9	N 18° 30' 21" E	30.63
L10	N 07° 58' 30" E	31.30
L11	N 00° 22' 01" E	50.54
L12	N 05° 43' 15" W	31.30
L13	N 05° 07' 07" W	48.67
L14	N 07° 40' 03" E	50.00
L15	N 30° 30' 15" E	48.66
L16	N 30° 43' 05" E	28.75
L17	N 73° 50' 26" E	24.90
L18	S 03° 02' 00" E	50.19

*no fee
 12/21/06
 Ref: OGDON Co
 Administration*

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE,
 INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE
 IN ACCORDANCE WITH THE REQUIREMENTS OF THE MICHIGAN
 STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN
 SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR
 A CLASS B SURVEY AS SPECIFIED THEREIN.
 THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS
 THEREON.
 GREGORY BLANK SOSEBEE P.L.S.# 14810
 P.O. BOX 275 SENeca, S.C. 29679-0275
 TELEPHONE 12541 609-0024



NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & R/W'S OF RECORD.

Exhibit B

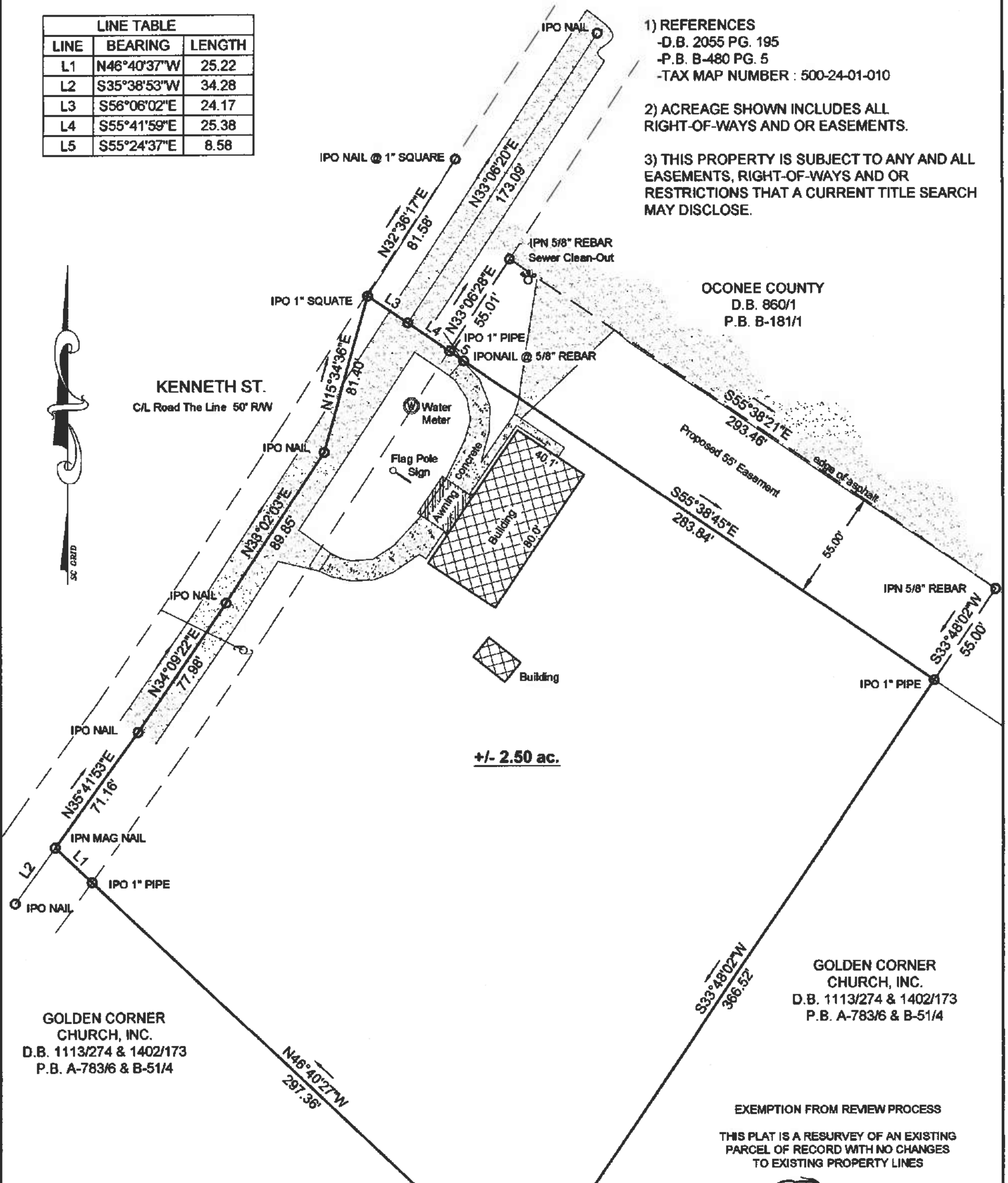
Easement Premises

See Attached

LINE TABLE		
LINE	BEARING	LENGTH
L1	N46°40'37"W	25.22
L2	S35°38'53"W	34.28
L3	S56°06'02"E	24.17
L4	S55°41'59"E	25.38
L5	S55°24'37"E	8.58

NOTES

- 1) REFERENCES
 -D.B. 2055 PG. 195
 -P.B. B-480 PG. 5
 -TAX MAP NUMBER : 500-24-01-010
- 2) ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.



KENNETH ST.
C/L Road The Line 50' R/W

OCONEE COUNTY
D.B. 860/1
P.B. B-181/1

GOLDEN CORNER CHURCH, INC.
D.B. 1113/274 & 1402/173
P.B. A-783/6 & B-51/4

+/- 2.50 ac.

EXEMPTION FROM REVIEW PROCESS
THIS PLAT IS A RESURVEY OF AN EXISTING PARCEL OF RECORD WITH NO CHANGES TO EXISTING PROPERTY LINES

STEPHEN R. EDWARDS
No. 19881
PROFESSIONAL LAND SURVEYOR
SOUTH CAROLINA

STEPHEN R. EDWARDS & ASSOC. INC.
NO. C02104
CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

Stephen R. Edwards
STEPHEN R. EDWARDS PLS NO. 19881



SURVEY FOR

AMERICAN LEGION DEPT. OF SC POST 124

CITY OF WALHALLA, OCONEE COUNTY, SOUTH CAROLINA

STEPHEN R. EDWARDS & ASSOCIATES, INC.
1432 W. MAIN ST. - WEST UNION, S.C. - 29686
(864) 718-1120

DATE: 05-21-2019 JOB NUMBER: 19-168

SCALE: 1"=50'

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2019-18

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 104 BROWN SQUARE DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

WHEREAS, Tri-County Entrepreneurial Development Corporation (“TCEDC”), a non-profit corporation organized and existing under the laws of the State of South Carolina, desires to lease from County certain real property located at 104 Brown Square Drive, Walhalla, South Carolina (the “Premises”); and,

WHEREAS, it is the desire of County to lease the Premises to TCEDC pursuant to the Real Property Lease Agreement (the “Lease”) attached hereto as Exhibit A; and,

WHEREAS, the Oconee County Council (“Council”) has reviewed the form of the Lease and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit A.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of

2019-18

competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2019.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: July 16, 2019
Second Reading: August 20, 2019
Third Reading: _____
Public Hearing: _____

EXHIBIT A to Ordinance 2109-18

REAL PROPERTY LEASE AGREEMENT

between

THE COUNTY OF OCONEE, SOUTH CAROLINA

as Lessor

and

TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION

as Lessee

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT (“Lease”) is made and entered into by **THE COUNTY OF OCONEE, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina, as lessor (“Lessor”) and **TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION**, a non-profit corporation organized and existing under the laws of the State of South Carolina, as lessee (“Lessee”), dated as of _____, 2019 (the “Lease Commencement Date”).

RECITALS:

WHEREAS, Lessor is the owner of that certain real property, including all improvements thereon, located at 104 Brown Square Drive, Walhalla, South Carolina, as shown and designated on Exhibit A, attached hereto and incorporated herein by reference (“Lessor’s Property”); and,

WHEREAS, Lessor desires to lease a portion of Lessor’s Property to Lessee, as shown on Exhibit B, attached hereto and incorporated herein by reference (the “Premises”), and Lessee desires to lease the Premises from Lessor; and,

WHEREAS, Lessee desires to lease the Premises from Lessor in order to make the Premises available for the following “Permitted Uses”: occupancy and/or use by certain entrepreneurial and start-up businesses at rates and on terms not otherwise commercially available to such businesses in order to increase the likelihood of success for such businesses, thereby furthering the economic development and improvement of the local economy through further growth and expansion of such businesses, as well as related businesses which they may support, and by way of job creation, all for the general public good.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 - DEMISE OF PREMISES

Section 1.1. Premises. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Premises during the “Term” (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee’s rights established under this Lease are subject to Lessor’s rights to use the Premises as provided herein. Lessor reserves the right to occupy and use, for such term as it deems necessary, any portion of the Premises that has not been occupied or used for a Permitted Use for a continuous ninety (90) day period. Additionally, Lessor hereby retains the right to enter upon and inspect the Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Premises, without prior notice, in the event of an emergency condition or situation, as reasonably

determined by Lessor.

ARTICLE 2 - LEASE TERM

Section 2.1. Lease Term. The term of this Lease (the "Term") shall commence on _____, 2019 and shall end _____, 2022, unless the Lease is terminated earlier, as provided herein. Provided Lessee has not defaulted in relation to a provision of this Lease, the Term shall automatically extend for successive one (1) year periods, up to a maximum of two such one year extensions. The Term shall not automatically extend, however, if either party gives at least ninety (90) days' written notice of its desire to terminate the Lease prior to the end of the then current one year term.

Section 2.2. Reversion. At the expiration or earlier termination of this Lease, whether by default, eviction, or otherwise, all improvements/infrastructure existing upon the Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions, and utility installations which may be made on the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

ARTICLE 3 - RENT, TAXES, AND UTILITIES

Section 3.1. Rent. In consideration for use of the Premises, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of the Lease as rent for the full Term of the Lease.

Section 3.2. Taxes. Lessee shall, upon Lessor's request, annually pay, or reimburse Lessor for the payment of any *ad valorem* taxes assessed against the Premises.

Section 3.3. Utilities. Lessor agrees to be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Premises. Lessor may, however, at its sole discretion elect to require Lessee to pay the costs of such utilities. If Lessor makes such an election, it will give Lessee ninety (90) days advance notice of such a change in responsibility.

Section 3.4. No Security Deposit. No security deposit is required hereunder.

ARTICLE 4 - USE OF PREMISES

Section 4.1. Permitted Uses. Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Premises for the Permitted Uses, above described. Lessee and its

sublessees, successors, and assigns shall only use the Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

ARTICLE 5 – HAZARDOUS MATERIALS

Section 5.1. Throughout the Term, Lessee and Lessee’s employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, “Environmental Laws”), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, “Hazardous Materials”), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Premises.

ARTICLE 6 – IMPROVEMENTS

Section 6.1. Improvements and Alterations. Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claims for damages to or loss of any property belonging to Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

ARTICLE 7 – MAINTENANCE

Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee. Lessor shall be responsible for all necessary repairs and maintenance to the structural, mechanical, electrical, plumbing, and building envelope components of the Premises. Lessee shall ensure that the interior and exterior of the Premises, including all landscaping, are kept in clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse or destruction to any part of the Premises not due to ordinary wear and tear.

Section 7.2. As Is Condition of the Premises. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee’s contemplated uses specifically, and Lessee is accepting the Premises as is, with all faults.

ARTICLE 8 – LIENS

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

ARTICLE 9 – CONDEMNATION

Section 9.1. Condemnation. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of the Premises to operate as Permitted Uses. All compensation awarded or paid upon such a total or partial taking of Premises shall belong to and be the property of Lessor without any participation by Lessee; provided, however, Lessee shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

ARTICLE 10 - ASSIGNMENT AND SUBLETTING

Section 10.1. Limitation on Assignment and Subletting. Lessee may not assign this lease or sub-let the Premises or any part thereof, for any use, without the written consent of Lessor. In no event shall Lessee use or permit any portion of the Premises to be used for the manufacture, distribution, or sale of controlled substances or alcohol or for any activities which violate any federal, state, or local law or regulation. Lessee shall not permit political, lobbying, or religious activities on the Premises.

ARTICLE 11 – INSURANCE AND INDEMNITY

Section 11.1. Comprehensive Liability Insurance. Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence and One Million and 00/100 (\$1,000,000) Dollars aggregate, with Two Million and 00/100 (\$2,000,000) Dollars umbrella coverage, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Premises or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a

mortgage on the Premises. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Fire and Property Insurance. Lessor shall, at its cost and expense and at all times during the Term, maintain in force a policy of insurance insuring the Premises and any improvements/infrastructure thereon against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 11.3. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Premises or in connection with any improvements/infrastructure on or activities conducted on the Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises, due to fire, theft, or any other damages, including any acts of nature. Lessor will maintain coverage as indicated in Section 11.2, but Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

Section 11.6. Insurance Requirements for Sublessees. Lessee shall require its sublessees to carry customary insurance required of lessees in similar properties and activities. Lessee shall require its sublessees to include Lessor and Lessee as additional insureds on their commercial general liability policies (or equivalent policies). Lessee shall obtain a waiver of subrogation endorsement in all policies in favor of Lessor and Lessee.

ARTICLE 12 - DAMAGE AND DESTRUCTION

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor agrees to rebuild the Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

ARTICLE 13 - DEFAULTS AND REMEDIES

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of one hundred and twenty (120) consecutive days. Such abandonment shall not include any time that the Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Premises to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform any of its material covenants, conditions, or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.
- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor may, at Lessor's election, terminate this Lease upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Premises and any other improvements/infrastructure located thereon, and Lessor

may re-enter and take possession of the Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.

- (b). Re-entry Without Termination. Lessor may, at Lessor's election, re-enter the Premises and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Premises and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements, and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.
- (c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.
- (d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Premises and the improvements/infrastructure thereon.

Section 13.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees (subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*), including appellate, bankruptcy, and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other

provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

ARTICLE 14 - SURRENDER AND REMOVAL

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 14.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title, and interest of Lessee in and to the Premises and all improvements/infrastructure thereon.

ARTICLE 15 – GENERAL PROVISIONS

Section 15.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5. Notices. Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:

Oconee County
415 South Pine Street
Walhalla, SC 29691
Attn: County Administrator

with a copy to:

Oconee County
415 South Pine Street
Walhalla, SC 29691
Attn: County Attorney

LESSEE:

with a copy to:

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 15.6. Gender. The use herein of (1) any gender includes all others, and (2) the singular number includes the plural and vice-versa, whenever the context so requires.

Section 15.7. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of the terms hereof.

Section 15.8. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 15.9. Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals. This provision is subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*.

Section 15.10. Time. Time is of the essence of each obligation of each party hereunder.

Section 15.11. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 15.12. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 15.13. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 15.14. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged

and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.15. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.16. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.17. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed and delivered as of the day and year first above written.

SIGNATURE PAGES FOLLOW

IN THE PRESENCE OF:

LESSOR:

**THE COUNTY OF OCONEE, SOUTH
CAROLINA**

By: _____
Name: _____
Title: _____

LESSEE:

**TRI-COUNTY ENTREPRENEURIAL
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A

LESSOR'S PROPERTY (SEE ATTACHED)

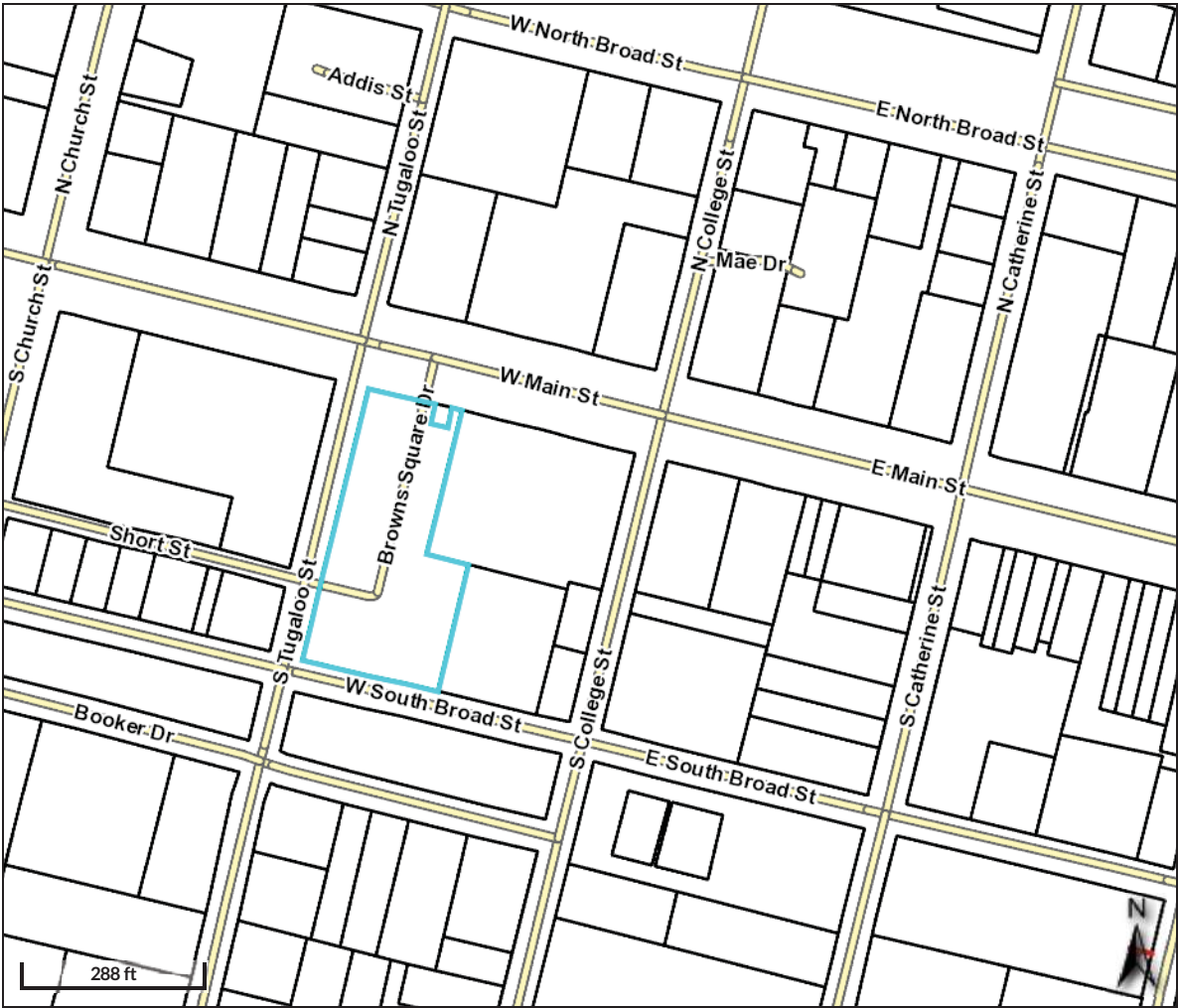
DRAFT

EXHIBIT B

THE PREMISES (SEE ATTACHED)

DRAFT

EXHIBIT A



Parcel ID 500-15-14-007

Owner
Address
OCONEE COUNTY
415 S PINE ST
WALHALLA, SC
296910000

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2019-19**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY AND TECHNOLOGY PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina ("County"), is the owner of an industrial and business park known as the Oconee Industry and Technology Park ("County Property"); and

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("Blue Ridge Electric") wishes to acquire from County, and County wishes to grant to Blue Ridge Electric, certain easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more electric lines, for overhead or underground electric transmission, distribution, and communication lines over, across, under, and through certain portions of the County Property (collectively, the "Easements Rights"); and

WHEREAS, the form, terms, and provisions of the Electric Line Right-of-Way Easement (the "Easement Agreement") now before the Oconee County Council ("Council"), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by her execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easement Rights in a form and substance acceptable to the Administrator, on advice of legal counsel to County.
4. Should any portion of this Ordinance be deemed unconstitutional or

otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance.

5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading and enactment by Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: July 16, 2019
Second Reading: August 20, 2019
Third Reading: _____
Public Hearing: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: August 20, 2019
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

ORDINANCE 2019-20 (First Reading): AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT; AND OTHER MATTERS RELATED THERETO.

BACKGROUND DESCRIPTION:

1. Lift, LLC, Lift Technologies, Inc., and Oconee County ("County") are parties to that certain Fee Agreement dated as of March 1, 2008 (the "Fee Agreement").
2. Lift, LLC has sold, or will sell, to Lift Technologies, Inc. its interest in certain real and/or personal property, which comprises a portion of the Project that is subject to the Fee Agreement.
3. By virtue of the contemplated assignment and assumption agreement, Lift Technologies, Inc. and Oconee County will be the sole remaining parties to the Fee Agreement, and Lift Technologies, Inc. will have assumed all rights and responsibilities of Lift, LLC in relation to the Fee Agreement, including Lift, LLC's obligations to indemnify and hold harmless the County.
4. County's approval of the assignment and assumption is sought.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council consider first reading of Ordinance 2019-20.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 20, 2019

ITEM TITLE:

Title: Engineering Services for Groundwater Monitoring & Reporting Department(s): Solid Waste Amount: \$65,000.00 (Estimated)

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.

Finance Approval:

Sadale Price

Budget: \$65,000

Project Cost: \$65,000

Balance: \$0.00

BACKGROUND DESCRIPTION:

At the January 17, 2017 Council meeting, Council approved the award of RFP 16-09 to Smith Gardner, Inc., for Engineering Services for Solid Waste with the option to extend the contract for four (4) consecutive one (1) year terms. The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for groundwater and stream water sampling and monitoring at the Seneca and Five Forks landfills; and the required analysis and submission of reports to SCDHEC.

At the July 17, 2018 Council meeting, Council approved these services to Smith Gardner in the amount of \$58,818.00, for fiscal year 18-19, as these services are required annually by SCDHEC. RFP 16-09 has two (2) one (1) year terms remaining. We are asking that Council authorize the Administrator to renew the Groundwater Sampling and Reporting for the 2 remaining years as long as the funds are budgeted and the work is satisfactory. The dollar amount is estimated due to possibility of additional wells that may require testing and reporting.

SPECIAL CONSIDERATIONS OR CONCERNS:

ATTACHMENT(S):

1. Smith Gardner proposal dated February 12, 2019

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

- (1) Approve the award of an estimated \$65,000.00 to Smith Gardner, Inc., of Raleigh, NC for engineering services for groundwater monitoring and reporting
- (2) Authorize the County Administrator to renew the Engineering Services for Groundwater Sampling and Reporting for the remaining 2 years under the RFP 16-09 Contract, as long as all work is deemed satisfactory.

Submitted or Prepared By: Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

February 12, 2019

Mr. Swain Still
Solid Waste Director
Oconee County
P.O. Box 1766
Seneca, South Carolina 29679

**RE: Proposal for Groundwater Monitoring
2019-2020 Fiscal Year
Oconee County, Seneca and Five Forks Landfills**

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to submit this proposal for environmental monitoring services at the above referenced sites. Specifically, this proposal is for the completion of groundwater monitoring at the Seneca and Five Forks landfill facilities located in Oconee County, South Carolina.

S+G has provided the following scope of services, budget, and schedule for completion of the monitoring services at both landfills during the 2019-2020 fiscal year. The rates approved in the February 8, 2017 Professional Services Agreement between Oconee County and S+G have been used to prepare this budget.

SCOPE OF SERVICES

The following tasks are proposed for completion of this project.

Task 1: Groundwater Sampling – Seneca Landfill

S+G will mobilize to the Seneca Landfill on a semiannual schedule (2 sampling events) to collect groundwater samples from 25 wells per event. Additionally, surface water samples will be collected from three (3) stream locations per sampling event. The wells will be purged utilizing disposable polyethylene bailers or a variable speed, submersible pump. Field parameters including pH, conductivity, temperature, and turbidity will be collected during purging. It is anticipated that field activities can be completed in five (5) days per sampling event.

Following collection, the surface water and groundwater samples will be submitted to a South Carolina Department of Health and Environmental Control (DHEC) certified laboratory for analysis in accordance with the following table.

Well No.	Parameter				
	VOCs (8260B)	Metals (6010)	Mercury	EDB/DBC P (8011)	Sulfate/Nitrate/Dissolved Iron/ Chloride/Methane/Ethane/Ethene/TOC
MW-1*	X	X		X	X
MW-2	X	X		X	X
MW-3R*	X	X		X	X
MW-3D*	X	X		X	X
MW-3D2*	X				X
MW-3D3*	X				X
MW-4S	X	X	X	X	X
MW-5S	X	X		X	
MW-5D	X				
MW-6S*	X	X		X	X
MW-6D*	X				X
MW-6D2*	X				X
MW-7D	X	X		X	X
MW-8D	X	X		X	
MW-11	X	X		X	
MW-12	X	X	X	X	X
MW-13	X	X	X	X	X
MW-16	X				X
MW-16D*	X				X
MW-16D2*	X				X
MW-17*	X	X		X	
MW-18*	X				
MW-19R*	X				
MW-20*	X			X	X
MW-21*	X	X		X	X
Upstream	X				
Midstream	X				
Downstream	X				

VOCs = Volatile Organic Compounds
 EDB = 1,2-Dibromoethane
 DBCP = 1,2-Dibromo-3-chloropropane
 TOC = Total Organic Carbon
 * - Corrective Action Monitoring Program Well

It should be noted that due to the groundwater remediation pilot study that is being implemented at the Seneca Closed Class 3 landfill, additional monitoring points and sampling requirements have been included in the 2019-2020 sampling program. This includes the addition of monitoring well MW-21 and stream sample titled "Midstream". Also, laboratory analysis of remediation parameters such as sulfate, nitrate, dissolved iron, chloride, and methane have been added to some of the existing wells at the Seneca site. Therefore, the additional field time to conduct the sampling and the additional laboratory analytical cost have been added to the proposed cost outlined in the budget section of this proposal.

Task 2: Groundwater Sampling – Five Forks Landfill

S+G will mobilize to the Five Forks Landfill on a semiannual schedule (2 sampling events) to collect groundwater samples from 11 wells and four (4) surface water points per event. The wells will be purged utilizing disposable polyethylene bailers and field parameters including pH, conductivity, temperature, and turbidity will be collected during purging. It is anticipated that the field activities can be completed in three (3) days per sampling event.

Following collection, the groundwater samples will be submitted to a DHEC-certified laboratory for analysis in accordance with the following table.

Well No.	Parameter		
	VOCs (8260B)	Metals (6010)	Sulfate/Nitrate/ Chloride/Methane/Ethane/Ethene
MW-4	X	X	X
MW-5	X	X	X
MW-6	X	X	X
MW-6D	X	X	X
MW-7S	X	X	X
MW-8D	X	X	X
MW-9S	X	X	X
MW-10D	X	X	X
MW-11D	X	X	X
MW-12	X	X	X
MW-13	X	X	X
SW-1	X		
SW-2	X		
SW-3	X		
SW-4	X		

VOCs - Volatile Organic Compounds

It should be noted that two (2) additional monitoring wells were recently installed at the Five Forks site as part of the remedial action that is currently being implemented. Therefore, the additional field time to conduct the sampling as well as the additional laboratory analytical cost have been added to the proposed cost outlined in the budget section of this proposal.

Task 3: Report Preparation - Seneca Landfill

A semiannual and annual report will be prepared for the Seneca Landfill facility documenting the activities completed. Additionally, the results of the laboratory analyses will be discussed in the reports along with statistical analyses (annual report) and a review of progress regarding the remedial effort at the site. Groundwater elevation contour maps will also be included to document the direction of groundwater flow. Finally, landfill gas monitoring results will be discussed in the report.

Task 4: Report Preparation – Five Forks Landfill

A semiannual and annual report will be prepared for the Five Forks Landfill facility documenting the activities completed. Additionally, the results of the laboratory analyses will be discussed in the reports along with statistical analyses (annual report) and a review of progress regarding the remedial effort at the site. Groundwater elevation contour maps will also be included to document the direction of groundwater flow. Finally, landfill gas monitoring results will be discussed in the report.

BUDGET

Services will be billed according to S+G's Standard Fee Schedule (previously submitted) on a not-to-exceed basis. The following table provides estimated budgets for each task:

Task	Description	S+G Labor Costs	Anticipated Hours	Laboratory Costs & Expenses*	Field Services Subtotal	Professional Services Subtotal	
1	Groundwater Sampling-Seneca Landfill	\$10,713.00	110 hrs. - Ransom 6.5 hrs. - Anderson	\$16,505.00	\$27,218.00	\$0.00	
2	Groundwater Sampling-Five Forks Landfill	\$5,018.00	50 hrs. - Ransom 4 hrs. - Anderson	\$10,264.00	\$15,282.00	\$0.00	
3	Report Preparation-Seneca Landfill	\$9,942.00	5 hrs. - Anderson 70 hrs. - Wolf 12 hrs. - Jones	\$200.00	\$0.00	\$10,142.00	
4	Report Preparation-Five Forks Landfill	\$5,976.00	4 hrs. - Anderson 40 hrs. - Wolf 8 hrs. - Jones	\$200.00	\$0.00	\$6,176.00	
Note * = 10% mark-up					Subtotals	\$42,500.00	\$16,318.00
					Total	\$58,818.00	

Mr. Swain Still
February 12, 2019
Page 5

The above laboratory costs and expenses include a 10% mark-up fee. The budget presented above represents a reasonable estimate based on our experience with the Oconee County Sites.

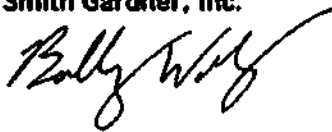
SCHEDULE

S+G can begin the above scope of services immediately upon authorization to proceed from Oconee County.

We appreciate the opportunity to assist Oconee County in this scope of services. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

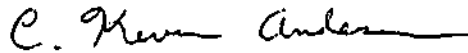
Sincerely,

Smith Gardner, Inc.



Bobby Wolf, P.G.

Project Geologist
Ext. 302
bobby@smithgardnerinc.com



C. Kevin Anderson, P.G.

Senior Geologist
Ext. 227
kevin@smithgardnerinc.com

File

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 20, 2019

ITEM TITLE:

Title: Hyundai HX300L Excavator

Department: Solid Waste

Amount: \$216,567.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Finance Approval: *Debra Price*

Budget: \$235,000

Project Cost: \$216,567

Balance: \$18,433

BACKGROUND DESCRIPTION:

This Excavator is a Hyundai HX300L. It will be used mainly at the landfill to accomplish tasks such as loading the mulcher, excavating and loading dirt, and annual sediment basin cleanouts.

After researching excavators with a minimum operating weight of 68,000 lbs., it was determined that the Hyundai HX300L with a 54" heavy duty bucket, heavy duty rake, with hydraulic thumb and quick coupler, best met the needs of the Solid Waste Department.

The County is utilizing the North Carolina Sheriffs' Association contract through a cooperative purchasing agreement. The contract discount is 46% off the list price of the equipment and 8% off the list price of attachments. National Equipment Dealers are also offering a "dealer discretionary discount" of \$14,344.54 the contract price for the excavator and the attachments.

The County will be trading in Solid Waste's current excavator, a Kobelco SK200LC. National Equipment Dealers (dba: May/RHI) has agreed to \$18,000.00 for the trade-in.

SPECIAL CONSIDERATIONS OR CONCERNS:

National Equipment Dealers (dba: May/RHI) holds the North Carolina Sheriffs' Association contract for the Hyundai HX300L Excavator. The North Carolina Sheriff's Association contract allows all County and City Government Agencies to purchase, from this contract, directly from the awarded vendors.

ATTACHMENT(S):

1. Quote from May/RHI
2. Pricing Spreadsheet
3. Contract Discount & Award page from NC Sheriffs' Association Contract

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of the Hyundai Excavator from National Equipment Dealers (dba: May/RHI) of Columbia, SC in the amount of \$216,567.00.

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Quotation / Order
July 17, 2019

Oconee County
Mr Swain Still
15026 Wells Hwy
Seneca, SC 29678

Ship to:
Oconee County Solid Waste
Seneca, SC

Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.

NEW Hyundai HX300L Excavator

- Cummins QSB6.7, Tier 4 Final, 230 hp Diesel Engine
- 20'6" Boom and 10'0" Arm
- Pilot-Operated Adjustable Joystick
- Automatic Swing Brake and Boom/Arm Holding Systems
- Intelligent Power Control (IPC) 3-Power, 2-Work, 1-User Modes
- Variable Power and Pump Flow Controls
- Attachment Mode Flow Control
- Engine Auto Idle
- Electronic Fan Control
- Double-Acting Piping Kit
- Pattern Change Valve (SAE and ISO)
- 32" Triple Grouser Shoes with Track Rail Guard
- 54" HD Bucket
- Wrist Pin Mounted Hydraulic Thumb
- Pin Grabber Hydraulic Quick Coupler
- HD Rake
- Operating Weight: 69,780 lbs.
- All Weather Steel ROPS Cab with 360° Visibility
- Heating, Air Conditioning and Defroster
- Adjustable Air Suspension Seat with Heater and Seat Belt
- Centralized Monitoring with Diagnostics on 8" LCD Display
- Radio / USB Player
- Cabin Lights
- Battery Master Switch
- Rearview Camera
- Four Front Working Lights
- Two Front and One Rear Cab Roof Lights
- Dual Boom Working Lights
- Three Outside Rearview Mirrors
- Travel Alarm
- 3 Year/3000 Hour Standard Manufacturer's Warranty
- Hi-mate Remote Management System

Sale Price \$ 215,527.50 w/o Attachments

Options:

54" HD Bucket	\$ 6,236.58 @ 8% Discount
Hydr QC Length Wrist Pin Thumb	\$ 9,345.36 @ 8% Discount
Hydr Pin Grabber Quick Coupler	\$ 9,491.64 @ 8% Discount
HD Rake to mesh with Hydr Thumb	\$ 8,310.36 @ 8% Discount

As equipped above. FOB: Seneca, SC
Sales Tax: Oconee County

Pricing and Discount structure based on N.C.Sheriff's Association Hyundai Listing through May/RHI:

N.C. Sheriff's Association Base MSRP Pricing, minus 46% listed Discount, for unit plus Attachments listed - \$248,911.54
May/RHI Additional Discount to Oconee County (\$14,344.54) = \$234,567.00
Minus Trade In Allowance - Kobelco SK200LC S/N: YQU3392 (\$18,000) = **\$216,567.00**

Price and payments do not include applicable sales, use or property taxes. Financing options subject to credit approval, plus \$600 doc fee. Leases based on maximum annual hours as noted above. Signature below indicates acceptance of the above quote and the terms and conditions as noted on the next page. Quote will expire in thirty (30) days.

CUSTOMER SIGNATURE

Date

MAY / RHI

PURCHASE ORDER #



NATIONAL EQUIPMENT DEALERS (dba May/RHI) PRICING FOR EXCAVATOR				
N.C. Sheriff's Association Bid Award # 19-03-0504				
Description	List Price	Contract Discount Percentage	Discount Amount	Total Price
NEW 2019 Hyundai HX300L Excavator	\$399,125.00	46%	\$183,597.50	\$215,527.50
Total NCSA Pricing	\$399,125.00			\$215,527.50
Optional Attachments:				
54" HD Bucket	\$6,779.00	8%	\$542.32	\$6,236.68
Hydr QC Length Wrist Pin Thumb	\$10,158.00	8%	\$812.64	\$9,345.36
Hydr Pin Grabber Quick Coupler	\$10,317.00	8%	\$825.36	\$9,491.64
HD Rake to mesh with Hydr Thumb	\$9,033.00	8%	\$722.64	\$8,310.36
TOTAL PRICE OF ATTACHMENTS	\$36,287.00		\$2,902.96	\$33,384.04
NC SHERIFF'S ASSOCIATION PRICING - EXCAVATOR	\$399,125.00	46%	\$183,597.50	\$215,527.50
NC SHERIFF'S ASSOCIATION PRICING - ATTACHMENTS	\$36,287.00	8%	\$2,902.96	\$33,384.04
TOTAL QUOTED MACHINE PRICE WITH ATTACHMENTS (NC SHERIFF'S ASSOCIATION PRICING)				\$248,911.54
Additional Dealer Discount				\$14,344.54
Sub-Total				\$234,567.00
TRADE IN: Kobelco SK200LC (SN:YQU3392)				\$18,000.00
Grand Total				\$216,567.00



**North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
Bid 19-03-0504**

Attachments: Items that increase or add to the performance of the equipment. For example, side mower or hook lift.

Accessories: Items added to the piece of equipment which provide comfort or value, not relating to the performance or functionality of the equipment. For example, air conditioner or seat material.

Lot 1
Street Sweeper

Vendor	Brand/Model	List Price of Base Unit	% Discount (Off Manufacturer's List Price)	% Discount - Attachments	% Discount - Accessories	Notes
Amick Equipment Company, Inc	TYMCO 210	\$89,400.00	6%	6%	6%	Includes Ford F350, LH Drive. Additional chassis makes and options available.
Amick Equipment Company, Inc	TYMCO 435	\$125,600.00	6%	6%	6%	Includes Isuzu NQR, LH Drive. Additional chassis makes and options available.
Amick Equipment Company, Inc	TYMCO 600	\$217,800.00	6%	6%	6%	Includes Freightliner M2-106, Dual Drive. Additional chassis makes and options available.
Amick Equipment Company, Inc	TYMCO 500X High Dump	\$258,800.00	6%	6%	6%	Includes Freightliner M2-106, Dual Drive. Additional chassis makes and options available.
Carolina Environmental Systems, Inc.	Schwabe HyperVac Sweeper	\$258,875.00	6%	7%	7%	
Carolina Industrial Equipment, Inc.	Johnston VT651 w/ JD 115 HP aux. engine & Freightliner M2	\$261,244.00	5%	6%	6%	
Carolina Industrial Equipment, Inc.	Johnston VT651 w/ ICB 125 HP aux. engine & Freightliner M2	\$271,420.00	5%	6%	6%	
Carolina Industrial Equipment, Inc.	Johnston RT651 w/ JD 115 HP aux. engine & Freightliner M2	\$236,359.00	5%	6%	6%	
Carolina Industrial Equipment, Inc.	Johnston RT655 state engine w/ Freightliner M2	\$236,359.00	5%	6%	6%	Available September 2018
Carolina Industrial Equipment, Inc.	Johnston F5251 mechanical sweeper w/ Freightliner M2	\$285,727.00	5%	6%	6%	
Carolina Industrial Equipment, Inc.	Johnston C201 Compact Sweeper	\$140,045.00	2%	6%	6%	
Jet-Vac Equipment Company, LLC	Global M3	\$201,564.00	6%	6%	6%	
Jet-Vac Equipment Company, LLC	Global M4	\$260,396.00	6%	6%	6%	

Hills Machinery Company	Case CX26C	\$45,302.00	6%	7%	6%
Hills Machinery Company	Case CX33C	\$48,640.00	6%	7%	6%
Hills Machinery Company	Case CX37C	\$59,320.00	6%	7%	6%
Hills Machinery Company	Case CX57C	\$80,667.00	6%	7%	6%
Hills Machinery Company	Case CX60C	\$85,241.00	6%	7%	6%
Hills Machinery Company	Case CX75C	\$120,690.00	6%	7%	6%
Hills Machinery Company	Case CX80C	\$125,998.00	6%	7%	6%
James River Equipment	John Deere 35G	\$46,244.00	25%	10%	10%
James River Equipment	John Deere 36G	\$81,005.00	25%	10%	10%
James River Equipment	John Deere 60G	\$68,334.00	25%	10%	10%
James River Equipment	John Deere 80G	\$82,108.00	25%	10%	10%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai R172-9A	\$41,612.00	44%	8%	44%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai R252-9AK	\$52,839.00	44%	8%	44%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai R302-9AK	\$59,318.00	44%	8%	44%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai R352-9A	\$65,758.00	44%	8%	44%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai R55-9A	\$101,527.00	45%	8%	45%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai R60CR-9A	\$103,254.00	45%	8%	45%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai R80CR-9A	\$159,843.00	45%	8%	45%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Sany SY16C	\$25,600.00	22%	10%	22%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Sany SY35L	\$41,600.00	22%	10%	22%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Sany SY50L	\$59,200.00	22%	10%	22%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Sany SY60C	\$68,800.00	22%	10%	22%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Sany SY75C	\$88,000.00	22%	10%	22%

Lot 4
Excavator

Vendor	Brand/Model	List Price of Base Unit	% Discount (Off Manufacturer's List Price)	% Discount - Attachments	% Discount - Accessories	Notes
Company Wrench	FCB/5131	133,445.00	25%	8%	15%	
Company Wrench	FCB/5105	141,771.00	25%	8%	15%	
Company Wrench	FCB/5160	160,684.00	16%	8%	16%	
Company Wrench	FCB/5180	179,051.00	16%	8%	16%	
Company Wrench	FCB/2308	213,602.00	16%	8%	16%	
Company Wrench	FCB/5310	275,013.00	16%	8%	16%	
Company Wrench	FCB/5330	288,922.00	16%	8%	16%	
Company Wrench	FCB/5370	304,724.00	16%	8%	16%	
Company Wrench	FCB/5141	154,279.00	16%	8%	16%	
Company Wrench	Kobelco / SK140SLC-5	178,485.00	40%	6%	40%	
Company Wrench	Kobelco / FB160-5	240,561.00	35%	6%	35%	
Company Wrench	Kobelco / SK120LC-10	189,715.00	32%	6%	32%	
Company Wrench	Kobelco / SK230SLC-5	266,440.00	25%	6%	35%	
Company Wrench	Kobelco / SK230SLC-5	278,800.00	25%	6%	35%	
Company Wrench	Kobelco / SK210LC-10	236,045.00	30%	6%	30%	
Company Wrench	Kobelco / SK260LC-10	278,705.00	32%	6%	32%	
Company Wrench	Kobelco / SK300LC-10	328,453.00	30%	6%	30%	
Company Wrench	Kobelco / SK350LC-10	377,240.00	30%	6%	30%	

Company Wrench	Knobelco / SK500LC-10	\$32,675.00	27%	6%	27%
Gregory Poole Equipment Company	Caterpillar 313	\$189,052.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 315	\$220,785.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 316	\$223,240.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 320	\$237,360.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 323	\$266,790.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 325	\$281,773.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 326	\$299,570.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 330	\$345,240.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 336	\$403,530.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 349	\$578,740.00	22%	10%	10%
Hills Machinery Company	Case CX130D	\$197,390.00	6%	7%	6%
Hills Machinery Company	Case CX145D	\$191,345.00	6%	7%	6%
Hills Machinery Company	Case CX160D	\$220,685.00	6%	7%	6%
Hills Machinery Company	Case CX210D	\$254,959.00	6%	7%	6%
Hills Machinery Company	Case CX245D	\$299,754.00	6%	7%	6%
Hills Machinery Company	Case CX250D	\$330,623.00	6%	7%	6%
Hills Machinery Company	Case CX290D MH	\$488,723.00	6%	7%	6%
Hills Machinery Company	Case CX290D Scrap	\$486,409.00	6%	7%	6%
Hills Machinery Company	Case CX300D	\$389,298.00	6%	7%	6%
Hills Machinery Company	Case CX350D	\$432,319.00	6%	7%	6%
Hills Machinery Company	Case CX490D	\$614,300.00	6%	7%	6%
Hills Machinery Company	Case CX500D	\$625,505.00	6%	7%	6%
Hills Machinery Company	Case CX700H	\$798,376.00	6%	7%	6%
Hills Machinery Company	Case CX750D-RTC	\$827,271.00	6%	7%	6%
Hills Machinery Company	Case CX800H	\$1,100,782.00	6%	7%	6%
James River Equipment	John Deere 75G	\$133,493.00	29%	10%	10%
James River Equipment	John Deere 85G	\$139,811.00	29%	10%	10%
James River Equipment	John Deere 130G	\$198,630.00	31%	10%	10%
James River Equipment	John Deere 135G	\$219,826.00	31%	10%	10%
James River Equipment	John Deere 160G	\$233,782.00	32%	10%	10%
James River Equipment	John Deere 180G	\$244,299.00	32%	10%	10%
James River Equipment	John Deere 210G	\$260,044.00	31%	10%	10%
James River Equipment	John Deere 250G	\$307,144.00	29%	10%	10%
James River Equipment	John Deere 300G	\$355,809.00	29%	10%	10%
James River Equipment	John Deere 350G	\$422,056.00	29%	10%	10%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX130	\$206,927.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX140L	\$226,913.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX140LD	\$240,569.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX145L-CR	\$225,169.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX160L	\$245,159.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX180L	\$257,910.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX220L	\$294,065.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX220LR	\$328,261.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX235L-CR	\$319,383.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX260L	\$359,470.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX300L	\$399,125.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HX300LR	\$423,639.00	46%	8%	46%

North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
Price Sheet Award Agreement

Heavy Equipment Procurement Program
Bid 19-03-0504

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its statewide competitive award for heavy equipment effective May 18, 2018.

Congratulations, your dealership has been included on the association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your dealership's bid for Solicitation Number 19-03-0504, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



R. Scott Woody
Signature of Authorized Representative

R. SCOTT WOODY
Printed Name of Authorized Representative

MAY HEAVY EQUIPMENT, LLC
Contractor/Dealership Name (Please Print)

5/28/18
Date

Jason D. Bennett
Signature of NCSA Contract Administrator

Jason D. Bennett
Printed Name of NCSA Contract Administrator

May 18, 2018
Date

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 20, 2019

ITEM TITLE:

Title: Fuel Truck Lease

Department: Airport

Amount: \$ 18,000.00 for year one

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Finance Approval:



Budget: \$18,000.00

Project Cost: \$18,000.00

Balance: \$0.00

BACKGROUND DESCRIPTION:

Request that Council approve and authorize the execution of an Equipment Lease Agreement with Titan Aviation Fuels for an aviation refueling truck for the Oconee County Regional Airport.

1. Titan Aviation Fuels supplies the Oconee County Regional Airport ("Airport") with fuel for resale.
2. The Airport is in need of a suitable refueling truck to facilitate its fuel sales.
3. Titan Aviation Fuels is offering a refueling truck lease to complement its fuel supply agreement with the County.
4. Consistent with O.C. Code § 2-428(a) (contracts approved by specific action of Council), staff requests that Council approve the accompanying lease with Titan Aviation Fuels for a 5000 gallon Jet-A refueler. The lease provides for a one (1) year term with four (4) annual renewals.
5. The proposed lease is attached.

ATTACHMENT(S):

1. Equipment Lease Agreement

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve and authorize the execution of an Equipment Lease Agreement with Titan Aviation Fuels for an aviation refueling truck for the Oconee County Regional Airport
2. Authorize the County Administrator to renew the Lease for up to four-one year periods (\$18,000.00 per year), provided their service is satisfactory.

Submitted or Prepared By:



Tronda C. Popham, Procurement Director

Approved for Submittal to Council:



Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between **TITAN AVIATION FUELS**, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and Oconee County - Oconee County Regional Airport, a body politic and corporate and a political subdivision of the State of South Carolina, hereinafter referred to as "Lessee":

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the Oconee County Regional Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

2010 or newer 5000 gallon Jet-A refueler. Truck will be upgraded every five years.

This confirms our mutual understanding that the above-described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of \$1,500.00 per month, plus applicable sales and use tax, to commence as of the ___ day of _____, 2019 ("Agreement Effective Date"). Lessor shall be permitted to increase said rental fee while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental fee. In the event of any increase in the rental fee, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This agreement shall remain in effect for a primary term of one (1) year from the Agreement Effective Date. Lessee may renew and extend the term of this agreement if it appears to be in Lessee's best interest. Said renewal will be on an annual basis and will not exceed four (4) additional one-year periods. Lessee shall give Lessor written notice of its intent to renew at least thirty (30) days in advance of the end of the term. This agreement may be terminated by either party at any time without notice on account of breach or default of the terms of this agreement.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at Oconee County Regional Airport for handling the aviation fuels supplied by Titan Aviation Fuels.

4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification

that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto and will comply with all laws, ordinances, and regulations applicable to the refueling equipment. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease and to furnish a copy of certificate of insurance to Lessor.

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to avoid any insurance covering the same; or as a public or private livery; or permit the vehicle to become subject to any lien, charge or encumbrances.

11. Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling

system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. **ATTORNEY AND/OR COLLECTION FEES:** In the event of default by the Lessee, Lessee agrees to pay Lessor a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default.

13. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by officers duly authorized..

Witness:

TITAN AVIATION FUELS

By: _____
Robert L. Stallings, IV
President

Witness:

**OCONEE COUNTY - OCONEE COUNTY
REGIONAL AIRPORT**

By: _____
Amanda F. Brock
County Administrator

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: August 20, 2019
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

Request to authorize direct negotiations and the execution of negotiated contracts with construction professionals for the repair of fire damaged portions of the Oconee County Law Enforcement Center pursuant to O.C. Code § 2-428(a), which provides an exemption from various competitive bid procurement methods, upon County Council approval.

BACKGROUND DESCRIPTION:

1. In late 2017, portions of the Oconee County Law Enforcement Center ("LEC") were damaged by a fire of unknown origin.
2. A lengthy negotiation process ensued in attempts to settle the County's claim (the "Claim") for insurance proceeds in relation to fire-damaged real and personal property.
3. Part of the negotiation process involved the County acquiring estimates for various aspects of the repair in order to substantiate its claim.
4. The repair of the LEC will involve construction pursuant to design materials that are highly security sensitive due to the nature of the areas to be repaired, and thus widespread dissemination of the design materials is disfavored.
5. Staff requests Council approve direct negotiations and contracting with construction professionals, including those who participated in providing data to assist in resolving the Claim, so as to expedite the long-awaited repairs to the LEC and to minimize dissemination of the security sensitive design materials.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No. If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

Staff requests Council approve direct negotiations and contracting with construction professionals, including those who participated in providing data to assist in resolving the Claim, so as to expedite the long-awaited repairs to the LEC and to minimize dissemination of the security sensitive design materials.

Submitted or Prepared By: Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock
Amanda F. Brock, County Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 20, 2019

ITEM TITLE:

Title: Hitachi ZW550-6 Wheel Loader

Department: Rock Quarry

Amount: \$629,810.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Budget: \$700,000

Project Cost: \$629,810.00

Finance Approval: *Sadale Price*

Balance: \$70,190.00

BACKGROUND DESCRIPTION:

This Wheel Loader is a Hitachi ZW550-6. It's main use will be in the pit loading haul trucks to transport crushed rock from the jaw crusher to the secondary and tertiary cone crushers at the Quarry.

After researching Wheel Loaders with a minimum operating weight of 103,000 lbs., it was determined that the Hitachi ZW550-6 with a 8.3 cubic yard spade nosed heavy duty rock bucket, best met the needs of the Quarry.

The County is utilizing the North Carolina Sheriffs' Association contract through a cooperative purchasing agreement. The contract discount is 38% off the list price of the equipment and 10% off the list price of attachments. National Equipment Dealers (dba: May/RHI) are also offering an additional dealer discount of \$25,056.66 off of the contract price for the wheel loader and the attachments.

SPECIAL CONSIDERATIONS OR CONCERNS:

National Equipment Dealers (dba: May/RHI) holds the North Carolina Sheriffs' Association contract for the Hitachi ZW550-6 Wheel Loader. The North Carolina Sheriff's Association contract allows all County and City Government Agencies to purchase, from this contract, directly from the awarded vendors.

ATTACHMENT(S):

1. Quote from May/RHI
2. Pricing Spreadsheet
3. Contract Discount & Award page from NC Sheriffs' Association Contract

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of the Hitachi ZW550-6 Wheel Loader from National Equipment Dealers (dba: May/RHI) of Columbia, SC in the amount of \$629,810.00.

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*
Amanda F. Brock, County Administrator

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Quotation / Order
February 28, 2019

County of Oconee
415 South Pine Street
Walhalla, SC 29691

Ship to:
Walhalla, SC
Oconee County

Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.

NEW Hitachi ZW550-6 Wheel Loader

- Isuzu 6WG1, Tier 4 Interim, 512 hp SCR Diesel Engine
- Automatic Transmission with Load Sensing System
- Open-Center, High-pressure, Load-sensing Hydraulic System
- 2-Spool Parallel/Tandem Hydraulic Control Valve
- Dual Boom Kick-Out (Operator Adjustable in Cab)
- Variable Displacement, Load-Sensing Hydraulic Pump
- Enclosed Wet Disc, Dual System, Outboard Mounted Brakes
- Conventional Type (F/R) Differential
- 2 Year / 2,000 Hour Full Machine Warranty
- 3 Year / 5,000 Hour Powertrain Warranty
- Operating Weight: 104,430 lbs.
- ROPS Enclosed Cab with Air Conditioning and Heat
- Adjustable Air Suspension Seat with Safety Belt
- Color LCD Instrument Panel, AM/FM/WB Radio with AUX Input
- Pilot Joystick Steering (No Steering Wheel)
- Headlights, & Stop/Tail/Backup Lights and LED Work Lights
- Breakout Force: 88,800 lbs.
- Straight Static Tipping Load: 72,090 lbs.
- Global E-Service Telematic Monitoring System (4 Year Service)

Sale Price Base Unit: \$ 498,047.86 @ 38% Discount

As equipped above. FOB: Walhalla, SC Sales Tax: Oconee County

Options and Attachments:

- | | | | |
|---|-------------|-------|----------|
| • Belly Guard - Rear Chassis (Option) | \$1,723.00 | @38% | Discount |
| • Belly Guard - Front Chassis (Option) | \$3,497.00 | @38% | Discount |
| • Rims to fit 35/65R33 L-5 Tires (Option) | \$10,370.74 | @38% | Discount |
| • 35/65R33 L-5 Tires (Option) | \$64,590.36 | @38% | Discount |
| • Backup Camera (Option) | \$2,222.70 | @ 38% | Discount |
| • 8.3 Cu Yd Spade Nose Rock Bucket (Attachment) | \$74,385.00 | @ 10% | Discount |

Pricing for machine and all options listed above are based on NC Sheriff's Association Contract# 19-03-0504 standard list pricing and discount structure for Hitachi Loaders.

NC Sheriff's Assn. Base Pricing PLUS Hitachi Options and Bucket Attachment Listed Above = \$654,836.66

MAY/RHI Additional Discount to Oconee County (\$25,026.66) = \$629,810.00 Sale Price

CUSTOMER SIGNATURE _____

Date _____

May Heavy Equipment, LLC _____

PURCHASE ORDER # _____

NATIONAL EQUIPMENT DEALERS (dba May/RHI) PRICING FOR WHEEL LOADER

N.C. Sheriff's Association Bid Award # 19-03-0504

Description	List Price	Contract Discount Percentage	Discount Amount	Total Price
New Hitachi ZW550-6 Wheel Loader (base price for Wheel Loader)	\$803,303.00	38%	\$305,255.14	\$498,047.86
Additional Cost not included in Base Price				
Belly Guard - Rear Chassis	\$2,779.03	38%	\$1,056.03	\$1,723.00
Belly Guard - Front Chassis	\$5,640.32	38%	\$2,143.32	\$3,497.00
Rims to fit 35/65r33 L-5 Tires	\$16,727.00	38%	\$6,356.26	\$10,370.74
35/65R33 L-5 Tires	\$104,178.00	38%	\$39,587.64	\$64,590.36
Backup Camera	\$3,585.00	38%	\$1,362.30	\$2,222.70
Total Price of Wheel Loader (without attachments)	\$936,212.35		\$50,505.55	\$82,403.80
Optional Attachments:				
8.3 CY Spade Nose Rock Bucket with ESCO SD LoadMaster Lip	\$82,650.00	10%	\$8,265.00	\$74,385.00
	\$0.00	10%	\$0.00	\$0.00
	\$0.00	10%	\$0.00	\$0.00
	\$0.00	10%	\$0.00	\$0.00
Total Price of Attachments	\$82,650.00		\$8,265.00	\$74,385.00
NC SHERIFF'S ASSOCIATION PRICING - WHEEL LOADER	\$936,212.35	38%	\$430,657.68	\$580,451.66
NC SHERIFF'S ASSOCIATION PRICING - ATTACHMENTS	\$82,650.00	8%	\$6,612.00	\$74,385.00
TOTAL QUOTED MACHINE PRICE WITH ATTACHMENTS (NC SHERIFF'S ASSOCIATION PRICING)				\$654,836.66
Additional Dealer Discount				\$25,026.66
Grand Total				\$629,810.00



**North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
Bid 19-03-0504**

Attachments: Items that increase or add to the performance of the equipment. For example, side mower or hook lift.

Accessories: Items added to the piece of equipment which provide comfort or value, not relating to the performance or functionality of the equipment. For example, air conditioner or seat material.

**Lot 8
Wheel Loader**

Vendor	Brand/Model	List Price of Base Unit	% Discount (Off Manufacturer's List Price)	% Discount - Attachments	% Discount - Accessories	Notes
Company Wrench	JCB/407	\$56,612.00	17%	8%	17%	
Company Wrench	JCB/409	\$73,368.00	18%	8%	18%	
Company Wrench	JCB/411 HT	\$150,571.00	21%	8%	21%	
Company Wrench	JCB/417 HT	\$163,837.00	20%	8%	20%	
Company Wrench	JCB/427 HT	\$181,846.00	16%	8%	16%	
Company Wrench	JCB/427 ZX	\$172,713.00	16%	8%	16%	
Company Wrench	JCB/437 HT	\$207,228.00	17%	8%	17%	
Company Wrench	JCB/437 ZX	\$196,446.00	19%	8%	19%	
Company Wrench	JCB/457 HT	\$284,674.00	18%	8%	18%	
Company Wrench	JCB/457 ZX	\$268,745.00	18%	8%	18%	
Company Wrench	JCB/ TM320	\$133,873.00	15%	8%	15%	
Gregory Poole Equipment Company	Caterpillar 903	\$77,068.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 906	\$108,371.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 908	\$123,756.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 910	\$153,060.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 914	\$164,491.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 918	\$177,567.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 926	\$220,178.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 930	\$247,478.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 938	\$274,078.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 950	\$333,276.00	22%	10%	10%	
Gregory Poole Equipment Company	Caterpillar 966	\$514,836.00	22%	10%	10%	

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Gregory Poole Equipment Company	Caterpillar 938	\$274,078.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 950	\$333,276.00	22%	10%	10%
Gregory Poole Equipment Company	Caterpillar 966	\$514,836.00	22%	10%	10%
Hills Machinery Company	Case 21F	\$79,758.00	6%	7%	6%
Hills Machinery Company	Case 121F	\$86,117.00	6%	7%	6%
Hills Machinery Company	Case 221F	\$91,269.00	6%	7%	6%
Hills Machinery Company	Case 321F	\$100,310.00	6%	7%	6%
Hills Machinery Company	Case 521G	\$182,978.00	6%	7%	6%
Hills Machinery Company	Case 621G	\$224,643.00	6%	7%	6%
Hills Machinery Company	Case 721G	\$264,605.00	6%	7%	6%
Hills Machinery Company	Case 821G	\$324,080.00	6%	7%	6%
Hills Machinery Company	Case 921G	\$337,589.00	6%	7%	6%
Hills Machinery Company	Case 1021G	\$439,075.00	6%	7%	6%
Hills Machinery Company	Case 1121G	\$455,754.00	6%	7%	6%
James River Equipment	John Deere 324K	\$114,502.00	24%	10%	10%
James River Equipment	John Deere 344K	\$164,427.00	30%	10%	10%
James River Equipment	John Deere 444K	\$177,694.00	36%	10%	10%
James River Equipment	John Deere 524K	\$193,709.00	38%	10%	10%
James River Equipment	John Deere 544K	\$224,067.00	38%	10%	10%
James River Equipment	John Deere 624K	\$275,078.00	38%	10%	10%
James River Equipment	John Deere 644K	\$351,260.00	37%	10%	10%
James River Equipment	John Deere 724K	\$386,520.00	38%	10%	10%
James River Equipment	John Deere 744K	\$482,711.00	37%	10%	10%
National Equipment Dealers, LLC - <i>Previously May Heavy Equipment</i>	Hyundai HL940	\$231,894.00	46%	8%	46%
National Equipment Dealers, LLC - <i>Previously May Heavy Equipment</i>	Hyundai HL940XT	\$235,705.00	46%	8%	46%
National Equipment Dealers, LLC - <i>Previously May Heavy Equipment</i>	Hyundai HL940TM	\$238,074.00	46%	8%	46%
National Equipment Dealers, LLC - <i>Previously May Heavy Equipment</i>	Hyundai HL955	\$268,933.00	46%	8%	46%
National Equipment Dealers, LLC - <i>Previously May Heavy Equipment</i>	Hyundai HL955XT	\$272,847.00	46%	8%	46%
National Equipment Dealers, LLC - <i>Previously May Heavy Equipment</i>	Hyundai HL955TM	\$275,628.00	46%	8%	46%
National Equipment Dealers, LLC - <i>Previously May Heavy Equipment</i>	Hyundai HL960	\$309,103.00	46%	8%	46%

National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL960XT	\$315,283.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL960HD	\$329,909.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL960HDXT	\$342,475.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL965	\$382,439.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL965XT	\$385,220.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL970	\$431,982.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL970XT	\$445,372.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL975	\$504,288.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL975XT	\$508,717.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL980	\$570,929.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hyundai HL980XT	\$583,495.00	46%	8%	46%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW50	\$81,625.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW80	\$105,695.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW120-6	\$153,137.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW140-6	\$204,994.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW150-6	\$215,422.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW150-PL6	\$236,992.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW180-6	\$247,445.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW220-6	\$308,736.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW250-6	\$356,247.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW310-6	\$421,879.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW370-6	\$534,242.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Hitachi ZW550-6	\$803,303.00	38%	10%	38%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Gehl AL650	\$70,065.00	24%	10%	24%
National Equipment Dealers, LLC - Previously May Heavy Equipment	Gehl AL750	\$77,819.00	24%	10%	24%

North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
Price Sheet Award Agreement

Heavy Equipment Procurement Program
Bid 19-03-0504

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its statewide competitive award for heavy equipment effective May 18, 2018.

Congratulations, your dealership has been included on the association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your dealership's bid for Solicitation Number 19-03-0504, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



R. Scott Woody

Signature of Authorized Representative

R. SCOTT WOODY

Printed Name of Authorized Representative

MAY HEAVY EQUIPMENT, LLC

Contractor/Dealership Name (Please Print)

5/28/18

Date

Jason D. Bennett

Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2018

Date

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: August 20, 2019
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

2019 Edward Byrne Memorial JAG Grant Notification

BACKGROUND DESCRIPTION:

Oconee County Sheriff's Department may receive an allocation of \$12,944 from the Bureau of Justice Assistance. The grant program requires the notification of intent be made available for the County Council and the public to review and comment on the proposed use of funds. The Sheriff's Department plans to use the funds from this program to purchase 2 sniper rifles and optical equipment.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Chief Deputy Kevin Davis at 864-638-4118 or in writing to the Oconee County Sheriff's Department.

FINANCIAL IMPACT [Brief Statement]:

_____ Any overage will be taken from the Sheriff's Department capital equipment line item. *NON AB*

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / **No**

If yes, who is matching and how much:

Approved by : *W. H. [Signature]* Grants

ATTACHMENTS

Public Notice

STAFF RECOMMENDATION [Brief Statement]:

No action needed.

Submitted or Prepared By:

[Signature]
Department Head/Elected Official

Approved for Submittal to Council:

[Signature]
Amanda Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Public Notice

The County of Oconee may receive \$12,944.00 from the 2019 Edward Byrne Memorial Justice Assistance Grant program, administered by the U.S. Bureau of Justice Assistance, Office of Justice Programs.

The purpose of this program is to assist local units of government in reducing crime and improving public safety through grants that increase resources available to law enforcement agencies. The Oconee County Sheriff's Office intends to use the funds, which do not require county match money, to purchase:

- 2 Sniper Rifles with Optical Equipment**

If anyone wishes to make recommendations or comments about how these funds should be spent, please contact the Sheriff's Office in one of the following ways:

Call Chief Deputy Kevin Davis at (864) 638-4118 or write to:

**Chief Deputy Kevin Davis
Oconee County Sheriff's Office
415 S. Pine Street
Walhalla, SC 29691**

ADMINISTRATION - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC COUNCIL MEETING DATE: March 19, 2019

ITEM TITLE:

Title: Funding Commitment for Infrastructure Improvements at Seneca Rail Park

Amount: Up to \$327,712.00

FINANCIAL IMPACT:

Oconee County and Oconee Economic Alliance (OEA) request the commitment of the balance of funding needed for the Seneca Rail Park Waterline and Sewer Infrastructure Project from the Economic Development Millage Fund, which was established solely for economic development investments within the County.

BACKGROUND DESCRIPTION:

On March 19, 2019, Oconee County Council approved the commitment of the balance of funding for the Seneca Rail Park Waterline and Sewer Infrastructure Project, up to \$263,650.00. Certain costs associated with the project do not meet the parameters for grant funding; therefore, the balance of funding needed from the County has increased to \$327,712.00.

Oconee County owns the Seneca Rail Park, a 111-acre industrial park located along Shiloh Road. Although sewer and water lines run to the edge of the property, there is currently no water or sewer within the Park. The City of Seneca commissioned a master plan to get needed water and sewer in to the park. This plan included two phases; the estimated construction cost for phase 1 is \$827,712.00, which includes engineering, design, permitting, and construction of water and gravity sewer lines. Oconee County and Oconee Economic Alliance has been awarded the South Carolina Rural Infrastructure Authority FY19 Economic Infrastructure grant for \$500,000 to offset the cost of construction of this critical water and sewer infrastructure.

SPECIAL CONSIDERATIONS OR CONCERNS:

The completion of the Seneca Rail Site Waterline and Sewer Project, is crucial to the recruitment of future economic development projects even considering locating in the park.


ATTACHMENT(S):

1. SCRIA Grant Application
2. Construction Estimates
3. Letters of Support BorgWarner and Johnson Control
4. Sustainability Letter – City of Seneca

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the commitment for the remaining balance of funds for the Seneca Rail Park Waterline and Sewer Infrastructure Project.

Submitted or Prepared By: 
Janet Hartman, Oconee Economic Alliance Executive Director

Approved for Submittal to Council: 
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



03/11/19

Mr. Robert M. Hitt, Chairman
c/o Ms. Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority, Office of Rural Grants
1201 Main Street, Suite 1600
Columbia, SC 29201

Dear Chairman Hitt and Ms. Ammons:

I am writing to express my support for Oconee County's SCRIA grant application for the Seneca Rail Park Infrastructure Project. At BorgWarner, we believe the trusted partnerships with customers and suppliers around the world allow us to gain a deeper understanding of the challenges in our service areas and to develop solutions for a brighter future. The expansion of the infrastructure into the Seneca Rail Park will open doors for various industries, increasing the workforce and leading to the success of all industries in the County as a whole.

Thank you in advance for your consideration of the Oconee County SCRIA grant application.

Sincerely,

A handwritten signature in black ink that reads 'Craig Powell'. The signature is written in a cursive style with a large, looping 'P'.

BorgWarner
Craig Powell



Johnson Controls, Inc.
Power Solutions
1204 Old Walhalla Hwy
West Union, SC 29696
Telephone: 864-882-0350

March 11, 2019

Mr. Robert M. Hitt, Chairman
c/o Ms. Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority, Office of Rural Grants
1201 Main Street, Suite 1600
Columbia, SC 29201

Re: Seneca Rail Site – Waterline and Sewer Project

Dear Chairman Hitt and Ms. Ammons:

I am writing to express my support for Oconee County's SCRIA grant application entitled "Seneca Rail Park – Waterline and Sewer Infrastructure Project."

Johnson Controls is excited to have the Seneca Rail Park in close proximity to our West Union facility. The expansion of the infrastructure will allow other industries to come to Oconee County and lead to opportunities for innovation and continuous improvement throughout the County.

At Johnson Controls, we believe the future is being built today. Therefore, we request consideration and approval of the Oconee County grant application.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Butdorf".

Keith Butdorf
Interim Plant Manger
Johnson Controls Oconee Facility

Grant Applicant:	Oconee County, SC	Date Submitted:	3/8/2019
Project Title:	Seneca Rail Site – Waterline and Sewer Project		

Grant Application

APPLICATION CHECKLIST

Application: See Application Instructions

- Application Forms and Certification
(Certification must have original signature from Chief Elected/Administrative Official)
- Narrative

Attachments (assembled in the following order):

1. Preliminary Engineering Cost Estimate
2. Maps:
 - Project Location and Service Area Map
 - Existing Infrastructure
 - Proposed Improvements
3. Program Documentation:
 - Basic Infrastructure
 - DHEC Sanitary Survey – For all Water Projects
 - DHEC Compliance Evaluation Inspection – For all Sewer Projects
 - Notice of Violation or Consent Order
 - Corrective Action Plan
 - Other "Need" Documentation
 - Capital Improvement Plan/Budget
 - Residential Customer User Rates
 - Economic Infrastructure (attach as appropriate)
 - Economic Development/Jobs
 - Jobs & Capital Investment Commitment
 - Company Schedule for the Project
 - Planned or Approved Incentives
 - Product Development
 - Industrial Site/Park Public Ownership Documentation
 - Site Certification Status
 - Non-Certified Sites – attach utility capacity and location
 - Industrial Site/Park Layout Drawing
 - System Capacity
 - DHEC Sanitary Survey – For all Water Projects
 - DHEC Compliance Evaluation Inspection – For all Sewer Projects
4. Funding and Other Commitments
 - Local Funds - Required
 - Other Funds
 - New Customers (70% documented commitment to connect)
 - Property ownership certification (Easements/ROW/Real Property)

Submit original and 4 copies of the application and attachments to the South Carolina Rural Infrastructure Authority.
Applications must be received by 5:00 pm on the due date. No postmarks will be accepted.

Applicant Information				
Applicant Name:	Oconee County, SC			
Mailing Address:	415 S. Pine Street			
City, State and Zip:	Walhalla, SC 29691			
State Legislative Districts:	Senate: 01	House: 01		
Applicant Type:	<input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Local Government applying to assist a not-for-profit water/sewer company Name: _____ <input type="checkbox"/> Special Purpose District <input type="checkbox"/> Public Works Commission <input type="checkbox"/> Joint Municipal System			
Project Summary				
Project Title:	Seneca Rail Site – Waterline and Sewer Project			
Project Summary: <i>(Limit to 2/3 sentences)</i>	This project consists of approximately 750 LF of 12-inch waterline and 2,850 LF of 10-inch gravity sewer to provide adequate water and sewer service to the Seneca Rail Park. Also included is a 208 LF encased bore under a Norfolk Southern Railroad and Shiloh Road.			
Project Location:	Oconee County, SC			
County Development Status/Census Tract(s):	<input checked="" type="checkbox"/> Tier I or II County <input type="checkbox"/> Tier III or IV County	Project Census Tract(s): 307.01		
Funding Request		Grant Category	Type of Project	
RIA Funds Requested:	\$500,000	<input type="checkbox"/> Basic Infrastructure <input checked="" type="checkbox"/> Economic Infrastructure	<input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Stormwater Drainage <input type="checkbox"/> Other (Describe):	
Other State Funds:	\$			
Federal Funds:	\$			
Local Funds:	\$263,650			
Total Project Funding:	\$763,650			
Contact Information		Name/Title	Phone	Email Address
Chief Elected or Administrative Official:	Amanda Brock		864-638-4245	abrock@oconeesc.com
Local Project Contact:	Janet Hartman, Oconee Economic Alliance, Executive Director		864-364-5556	jhartman@oconeesc.com
Local Financial Contact:	Ladale Price		864-364-5188	lprice@oconeesc.com
Engineer/Consultant:	Tyler Morgan, Project Manager, Goodwin Mills Caywood,		864-272-0743	tyler.morgan@gmcnetwork.com

Project Budget				
Activity	RIA Funds	Other Funds	Identify Source	Total
Construction				
12-in Waterline, Valves & Fittings	\$83,750	\$0	Local	\$86,750
Fire Hydrant Assembly	\$0	\$5,000	Local	\$5,000
Encased Bore	\$0	\$62,400	Local	\$62,400
Connection to Water System	\$0	\$5,000	Local	\$5,000
10-in Sewer	\$356,250	\$0		\$356,250
4' Dia. Manholes	\$60,000	\$3,000		\$63,000
Pavement patch	\$0	\$3,000	Local	\$3,000
Connect to Existing Sewer	\$0	10,000	Local	\$10,000
Mobilization	\$0	18,702	Local	\$18,702
Clearing & Grubbing	\$0	20,000	Local	\$20,000
Grassing & EC	\$0	\$15,000	Local	\$15,000
Contingency (10%)	\$0	\$64,210		\$64,210
Construction Total	\$ 500,000.00	\$ 206,312.00		\$706,312.00
Percent of RIA & Other Funding	70.8%	29.2%*		100

*Percent of Other Funding: Applicants in Tier I and II Counties are required to provide at least 25% of the total construction costs.

Activity	RIA Funds	Other Funds	Identify Source	Total
Non-Construction				
Engineering & Construction		\$96,400	Local	\$96,400
Permits		\$25,000	Local	\$25,000
Land Acquisition		\$		\$
Legal or Administrative		\$		\$
Other:		\$		\$
Non-Construction Total		\$121,400		\$121,400

Total Project Funding** Construction + Non-Construction	\$500,000.00	\$327,712.00		\$827,712.00
Percent of RIA & Other Funding	60.4%	39.6%		100%

****Total Project Funding should match Total Project Funding on Page 2 of this application.**

Note regarding the Application Budget form: The form automatically calculates the totals and percentages as you enter figures on this page. However, if you make changes to any of the figures after the initial entry you must do the following in order for the form to update the calculations: (1) highlight the entire table and (2) Press F9.

Project Benefit	Residential	Business
Total Customers <i>(existing and new)</i> to be Served by Project	0	1 (additional in future)
Number of New Customers to be Served by Project	0	1 (additional in future)
Number of New Customers Committed to Connect <i>(minimum of 70% of all new customers)</i>	0	1
Number of Jobs (Economic Development/Jobs Project)	New: 0	Existing:
New Capital Investment <i>(Economic Development/Jobs Project)</i>	\$	

Project Schedule & Readiness			
Ready to Go Status	Completed or Planned Completion	Permits	Obtained
Preliminary Engineering Report	Date: <u>9/1/2018</u>	DHEC	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> NA
Final Design	Date: <u>7/15/19</u>	DOT	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> NA
Acquisition	Date: <u>N/A</u>	Railroad (in review)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA
Permits	Date: <u>7/15/19</u>	Wetlands	<input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NA
Construction Bid Opening	Date: <u>9/15/19</u>	Other: _____	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA
Construction Start	Date: <u>10/30/19</u>		
Construction Completion	Date: <u>2/30/20</u>		
Are multiple contracts planned?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		

Property Acquisition	Completed or Planned Completion	Quantity
<input checked="" type="checkbox"/> Easements/ROW	Date: <u>4/25/2012</u>	Est. Quantity _____
<input checked="" type="checkbox"/> Real Property	Date: <u>4/25/2012</u>	Est. Quantity <u>111ac</u>
<i>Attach certification of public ownership for all real property, easements or ROW already acquired for this project.</i>		

Certification

As the Chief Executive Official for the applicant, I certify that the information submitted in this request and the attachments are complete and correct and that the applicant has authorized the submission of this grant application for SC Rural Infrastructure Authority funding to assist in carrying out the project described herein. I concur with the commitments implied and contained in this application and agree to abide by the program requirements as well as any future grant assessments. The applicant certifies that it has complied with state law with respect to the submission and contents of this application and has disclosed any conflicts of interest with regard to the project.

<u>Amanda F Brock</u>	<u>Interim Administrator</u>
Name of Chief Executive Official (Elected or Administrative)	Title
<u>Amanda F Brock</u>	<u>3.8.2019</u>
Signature	Date



Robert W. Faires, III, P.E. · Director of Utilities · rfares@seneca.sc.us

March 8, 2019

Ms. Amanda Brock
Oconee County Administrator
415 S. Pine Street
Walhalla, SC 29691

Re: Water and Sewer Availability/Ownership
Seneca Rail Site
Seneca, SC

Dear Ms. Brock,

This letter is to verify that Seneca Light & Water is willing to own, operate and maintain all water and sewer mains at the Seneca Rail Site. Adequate water and sewer capacities are available to meet the projected needs of this site.

Please let me know if you have any questions.

Sincerely,

Robert W. Faires, III

Cc: Scott Moulder, City Administrator
Scott McLane, Engineering Supervisor
Chris Eleazer, OJRSA

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 20, 2019

ITEM TITLE:

Title: Engineering Services for Seneca Rail Infrastructure

Department(s): Economic Development

Amount: \$95,500.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: *Adale Pucé*

Budget: **\$95,500**

Project Cost: **\$95,500**

Balance: \$0.00 (Paid from the 315 Economic Development Millage Fund)

BACKGROUND DESCRIPTION:

The Seneca Rail Site resides in the city limits of Seneca and the City of Seneca is the water/sewer provider to the park.

Goodwin Mills Cawood (GMC) has been working with the City of Seneca for 5 years. The City of Seneca instructed and paid GMC to complete the initial study for infrastructure at the Seneca Rail site and completed the Norfolk Southern Encroachment permitting needed for the bore under the railroad.

GMC assisted the County in preparing the grant application to RIA for this infrastructure project. The County was awarded this grant of \$500,000 due to GMC's expertise and assistance in providing all the supporting documentation.

GMC's knowledge of the project, along with the relevant documents / materials already in its possession, render it uniquely suited to provide the services requested.

This expenditure includes development of plans and specifications to install approximately 750 LF of 12-inch DIP waterline and appurtenances, 210 LF 20-inch bore under Norfolk Southern Railroad and Shiloh Road, 2,850 LF of 10-inch DIP gravity sewer and 14 manholes. The contract includes design, permitting, bidding, construction administration and inspection services to provide Oconee County with a complete operating collection system. Permitting of the Norfolk Southern encroachment has already been completed.

SPECIAL CONSIDERATIONS OR CONCERNS:

1. For the reasons stated above, this is considered to be a Sole Source / No Substitute Purchase.

ATTACHMENT(S):

1. Proposal from Goodwin Mills Cawood
2. Sole Source Email from Janet Hartman, Interim Economic Development Director
3. Sole Source Determination Letter from Procurement Director

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the Sole Source Award for Engineering Services for Seneca Rail Infrastructure to Goodwin, Mills and Cawood in the amount of \$95,500.00

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



TASK ORDER OCONEE COUNTY

In accordance with the General Engineering Contract dated _____ between Oconee County (COUNTY) and Goodwyn, Mills & Cawood, Inc., (GMC) the following task is assigned:

Goodwyn Mills Cawood

617 East McBee Avenue
Suite 200
Greenville, SC 29601

T (864) 527-0460
F (864) 527-0461

www.gmcnetwork.com

TO# 19-01

Date July 9, 2019

Task name: Rail Park Infrastructure

Task Description:

Develop plans and specifications to install approximately 750 LF of 12-inch DIP waterline and appurtenances, 210 LF 20-inch bore under Norfolk Southern Railroad and Shiloh Road, 2,850 LF of 10-inch DIP gravity sewer, and 14 manholes. The project is outlined and described in the Preliminary Engineering Report dated September 2018. This task includes design, permitting, bidding, construction administration, and inspection services to provide Oconee County with a complete, operating collection system. Permitting of the Norfolk Southern encroachment has already been completed.

1. Design & Permitting Phase

GMC shall:

- a. Conduct a kickoff meeting.
- b. Review the previous studies performed by GMC.
- c. Advise Oconee County of any need to provide additional data or services outside the GMC's scope.
- d. Environmental
 - i. Perform environmental investigations necessary for the project.
- e. Provide review submittals at the 30%, 60%, and 90% progress levels. Meet with stakeholders following each submittal review to discuss review comments.
- f. Provide Bid Documents
 - i. Complete all design and prepare bid documents indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor, consisting of:
 1. Drawings
 2. Technical Specifications
 3. Bid Form.
 4. Preliminary Opinion of Probable Construction Cost
- g. Quality Assurance / Quality Control
- h. Permitting
 - i. GMC shall obtain necessary information, and prepare the applicable drawings and applications for Oconee County review and signature, for the following permits:
 1. SCDHEC Construction Permit
 2. Land Disturbance Permit
 3. USACOE Permit
 4. SCDOT and County Road Encroachment Permit
 5. Norfolk Southern – Already Completed



- ii. Oconee County will pay for all permit fees.

2. Bidding Phase

GMC shall:

- a. Attend pre-bid meeting and site visit.
- b. Provide response to Oconee County for any technical questions received and assist the Oconee County in preparing addenda as required.
- c. Evaluate the qualifications submitted by Bidders, call references as necessary, and provide a Recommendation of Award to Oconee County.
- d. Provide a PDF copy and conformed documents, incorporating any modifications due to addenda during the bid phase.

3. Construction Phase

- 1. A total construction contract period of 150 days is assumed for the following construction phase scope.
- 2. Construction is assumed to be completed in one construction contract.

GMC shall:

- a. Conduct a preconstruction conference.
- b. Review Shop Drawings:
- c. Construction Site Visits
 - i. Make periodic site visits to the construction site to confirm that design is completed in accordance with the design documents.
 - ii. Visits shall be appropriate to the various stages of construction.
- d. Pay Request Review
- e. Receive, review, and transmit to Oconee County maintenance and operating manuals, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data approved as described above.
- f. Prepare and manage a punchlist of items for the Contractor to address, assist in resolving punchlist items with the Contractor, and perform follow-up inspections to verify the satisfactory resolution of all punchlist items.
- g. Provide Record Drawings to Owner in a means that is acceptable to them.
- h. In company with Oconee County's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable.



Assumptions:

1. The streams/wetlands delineation scope assumes that mitigation will not be required. If mitigation is required, a separate fee will be prepared for this.
2. Inspection is assumed to be part time. 4 hours per visit, 3 visits per week.

Fee:

GMC is pleased to provide this work at a breakdown as follows:

Engineering Design, Bidding and Negotiation	\$55,000, lump sum
Stormwater Permitting	\$3,000, lump sum
Wetland Delineation/USACE Permitting	\$9,500, lump sum
Encroachment Permitting	\$3,000, lump sum
<u>Construction Administration and Inspection</u>	<u>\$25,000, lump sum</u>
TOTAL	\$95,500, lump sum to be billed monthly as work progresses

SCHEDULE:

We can begin within 2 weeks of authorization and feel confident that design can be completed in 4 months. Permitting, bidding, and construction will begin as subsequent tasks are completed.

Please let us know if you have any questions with this task order and we appreciate the opportunity to provide this estimate to you.

Goodwyn, Mills and Cawood

Oconee County

D. Tyler Morgan, PE
South Carolina Engineering Manager

Ms. Amanda Brock
County Administrator

Tronda Popham

From: Janet Hartman
Sent: Tuesday, August 06, 2019 5:36 PM
To: Tronda Popham
Cc: Amanda Brock; David Root; Janet Hartman
Subject: Sole source request for SRP infrastructure project

Tronda,

I am requesting Oconee County enter into an agreement with Goodwyn Mills Cawood (GMC) to serve as the engineer for the Seneca Rail Infrastructure project. I understand this bypasses the competitive bid process and requires justification from our department.

The Seneca Rail Site resides in the city limits of Seneca and the City of Seneca is the water/sewer provider to the park.

GMC has been working with the City of Seneca for 5 years now. Previous projects have included the WTP expansion, Hartwell Village water and sewer infrastructure, Epoch pump station and water system, and Bountyland Sewer Infrastructure.



Most recently GMC completed the initial study for infrastructure at the Seneca Rail site and completed the Norfolk Southern Encroachment permitting needed for the bore under the railroad. These two items were under the instruction of the City of Seneca and paid by Seneca.

GMC also assisted the County in preparing the grant application to RIA for this infrastructure project. The County was awarded this grant of \$500,000 due to GMC's expertise and assistance in providing all the supporting documentation.

Based on the information above, I respectfully ask that we use the sole source procurement method on this project and enter into an agreement with GMC.

Please let me know if you need any further information.


Thank you,
Janet L. Hartman
Executive Director

Oconee Economic Alliance
528 Bypass 123, Suite G | Seneca, SC 29678
864.364.5556  | 864.710.4708 

Follow the Oconee Economic Alliance online:
InvestOconeeSC.com | [LinkedIn](#) | [Facebook](#)



Wanna see
somethin'
cool?





Oconee County
Procurement Office

Tronda C. Popham,
CPPB
Procurement Director

Oconee County Administrative
Offices
415 South Pine Street

Phone: 864.638.4141
Fax: 864.638.4142
Email:
tpopham@oconeesc.com

August 7, 2019

TO: Amanda F. Brock, County Administrator

FROM: Tronda C. Popham, Procurement Director 

RE: SOLE SOURCE DETERMINATION AWARD TO GOODWIN,
MILLS AND CAWOOD FOR ENGINEERING SERVICES FOR
SENECA RAILSITE INFRASTRUCTURE

I have reviewed the documentation submitted by Janet Hartman, Economic Alliance Director, requesting sole source approval for Goodwin, Mills and Cawood to provide Engineering Services for the Seneca Rail Infrastructure. This award is in the amount of \$95,500.00.

Goodwin, Mills and Cawood (GMC) have been working with the City of Seneca as their Engineering Services provider for 5 years. The City of Seneca instructed and paid GMC to complete the initial study for infrastructure at the Seneca Rail site and completed the Norfolk Southern Encroachment permitting needed for the bore under the railroad.

GMC assisted the County in preparing the grant application to RIA for this infrastructure project. The County was awarded this grant of \$500,000 due to GMC's expertise and assistance in providing all the supporting documentation.

GMC's knowledge of the project, along with the relevant documents / materials already in its possession, render it uniquely suited to provide the services requested. Therefore, I am recommending that we award Goodwin, Mills and Cawood the Engineering Services for Seneca Rail Infrastructure in the amount of \$95,500.00.



TRANSPORTATION

AUTOS FOR SALE



11 Subaru Legacy Premium
65K, \$9,000.
Pete's Auto
402 S. Oak Street
Seneca • 864-882-1467



12 Lexus ES350
114K, \$11,900.
Pete's Auto
402 S. Oak Street
Seneca • 864-882-1467



14 Chevy Camaro 255
41K, \$17,500.
Pete's Auto
402 S. Oak Street
Seneca • 864-882-1467

LEGAL NOTICES

LEGALS

IN THE PROBATE COURT
STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Scott O. Lish, as Personal Representative of the Estate of R. Allen Lish a/k/a Roy Allen Lish, Case No. 2018-ES-37-00756,

Petitioner,

vs.

Ryan Lish, Stephanie Lish and Tiffany Lish,

Respondents.

Case No. 2018-ES-37-00-756

SUMMONS FOR RELIEF
(Petition not Served)

TO THE RESPONDENTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to apply to the Clerk of this Court for a copy of the Petition filed April 10, 2019, and to serve a copy of your Answer to the Petition upon the undersigned at their offices at 107 North Fairplay Street, Seneca, South Carolina, within thirty days after service hereof, exclusive of the day of such service, and if you fail to answer the Petition,

LEGAL NOTICES

LEGALS

judgment will be rendered for the against you for the relief sought in the Petition.

DERRICK RITTER, WILLIAMS AND MORRIS, P.A.
s/Emma W. Morris,
Attorney for Petitioner
107 North Fairplay Street (29678)
P.O. Box 795, Seneca, SC 29679
864-882-2747
ewmdraw@bellsouth.net

NOTICE OF PUBLIC HEARING

THERE WILL BE a public hearing at 6pm, Tuesday, August 20, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-17

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS TO AMERICAN LEGION, DEPARTMENT OF SOUTH CAROLINA, POST #124 FOR THE PURPOSE OF PROVIDING INGRESS, EGRESS, AND VEHICULAR PARKING ON CERTAIN COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING OCONEE COUNTY COUNCIL CHAMBERS

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 07/25/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

Hal Welch
General Manager

Subscribed and sworn to before me this
07/25/2019

Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



Oconee County, South Carolina



General Fund Monthly Council Report

General Fund Monthly Council Report

July 2019 Monthly Report	Budget	Jul-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
General Fund Revenue							
080 Encumbrance Roll from FY 2019							
080 Local Revenue	45,753,026.00	538,269.50	538,269.50	-	45,214,756.50	99%	
081 State Revenue	3,863,908.00	-	-	-	3,863,908.00	100%	
082 Federal Revenue	69,500.00	-	-	-	69,500.00	100%	
090 Other Financing Sources	303,043.00	-	-	-	303,043.00	100%	
Total General Fund Revenue	49,989,477.00	538,269.50	538,269.50	-	49,451,207.50		
General Fund Expenditures							
101 Sheriff	8,908,806.00	445,222.43	445,222.43	87,500.00	8,376,083.57	94%	
103 Coroner	258,302.00	7,127.17	7,127.17	1,000.00	250,174.83	97%	
104 Communications	1,581,694.00	71,610.43	71,610.43	2,000.00	1,508,083.57	95%	
106 Law Enforcement Center	4,025,939.00	209,611.35	209,611.35	519,960.44	3,296,367.21	82%	Encumbrances for the entire year
107 Ems & Fire Services	4,441,956.00	146,554.56	146,554.56	12,200.00	4,283,201.44	96%	
110 Animal Control	640,407.00	29,887.09	29,887.09	1,500.00	609,019.91	95%	
202 Parks, Recreation, & Tour	756,728.00	142,400.48	142,400.48	1,500.00	612,827.52	81%	
203 High Falls Park	441,620.00	23,919.55	23,919.55	1,500.00	416,200.45	94%	
204 South Cove Park	515,213.00	22,292.75	22,292.75	-	492,920.25	96%	
205 Chau Ram Park	360,875.00	12,470.45	12,470.45	-	348,404.55	97%	
206 Library	1,426,820.00	123,728.56	123,728.56	10,000.00	1,293,091.44	91%	
301 Assessor	1,040,306.00	40,231.14	40,231.14	24,023.54	976,051.32	94%	
302 Auditor	554,485.00	25,794.91	25,794.91	94,045.50	434,644.59	78%	Encumbrances for the entire year
303 Brd Of Assessment Appeals	12,001.00	148.33	148.33	-	11,852.67	99%	
305 Tax Collector	445,660.00	36,029.40	36,029.40	140,152.64	269,477.96	60%	Encumbrances for the entire year
306 Treasurer	614,715.00	30,958.99	30,958.99	135,423.13	448,332.88	73%	Encumbrances for the entire year
402 Dept Of Social Services	21,200.00	838.92	838.92	-	20,361.08	96%	
403 Health Department	41,634.00	-	-	-	41,634.00	100%	
404 Veterans' Affairs	197,448.00	8,619.70	8,619.70	2,500.00	186,328.30	94%	
501 Clerk Of Court	706,363.00	39,735.11	39,735.11	9,875.42	656,752.47	93%	
502 Probate Court	357,171.00	16,488.68	16,488.68	3,600.00	337,082.32	94%	
504 Solicitor	943,375.00	43,575.40	43,575.40	-	899,799.60	95%	
509 Magistrate	849,591.00	32,452.45	32,452.45	27,430.50	789,708.05	93%	
510 Public Defender	240,000.00	-	-	-	240,000.00	100%	
601 Road Department	2,836,830.00	113,791.58	113,791.58	15,636.71	2,707,401.71	95%	
702 Community Development	664,419.00	51,876.68	51,876.68	3,700.00	608,842.32	92%	
704 County Council	308,055.00	26,328.86	26,328.86	7,500.00	274,226.14	89%	
705 Direct Aid	762,900.00	38,492.00	38,492.00	-	724,408.00	95%	
706 Delegation	93,885.00	3,765.76	3,765.76	750.00	89,369.24	95%	
707 Economic Development	729,741.00	13,940.20	13,940.20	3,500.00	712,300.80	98%	
708 Finance Department	619,547.00	58,185.72	58,185.72	4,500.00	556,861.28	90%	
709 Non-Departmental	2,927,030.00	13,862.07	13,862.07	5,000.00	2,908,167.93	99%	
710 Human Resources	326,404.00	11,195.40	11,195.40	3,000.00	312,208.60	96%	

July 2019 Monthly Report	Budget	Jul-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
711 Information Technology	895,927.00	30,007.88	30,007.88	96,439.87	769,479.25	86%	
712 Planning Department	275,472.00	10,222.83	10,222.83	1,200.00	264,049.17	96%	
713 Procurement	153,472.00	6,233.72	6,233.72	1,500.00	145,738.28	95%	
714 Facilities Maintenance	1,460,576.00	53,699.67	53,699.67	200.00	1,406,676.33	96%	
715 Registration & Elections	249,682.00	8,199.99	8,199.99	1,300.00	240,182.01	96%	
716 Soil & Water Conservation	80,171.00	2,168.82	2,168.82	-	78,002.18	97%	
717 Administrator's Office	756,433.00	14,764.75	14,764.75	2,500.00	739,168.25	98%	
718 Solid Waste Department	4,177,264.00	109,575.64	109,575.64	121,098.80	3,946,589.56	94%	
720 Airport	1,263,211.00	67,854.56	67,854.56	636,313.25	559,043.19	44%	Encumbrances for the entire year
721 Vehicle Maintenance	924,797.00	43,011.49	43,011.49	4,394.22	877,391.29	95%	
735 Register Of Deeds	317,069.00	15,147.24	15,147.24	52,824.07	249,097.69	79%	Encumbrances for the entire year
741 County Attorney	369,283.00	10,841.56	10,841.56	-	358,441.44	97%	
095 Other Financing Uses	415,000.00	-	-	-	415,000.00	100%	
Total General Fund Expenditures	49,989,477.00	2,212,864.27	2,212,864.27	2,035,568.09	45,741,044.64	92%	



August 20, 2019
Public Comment Sign-Up
PLEASE PRINT

FULL NAME

PURPOSE OF COMMENT

1. Jean Jennings

Sattelite Dish's
City wide bus service

2. Donnie Sears

~~also comment on~~
~~relocation~~

3. AL STICLER

PROBLEMS

4. BARNETT

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

Public Hearings for the Following Ordinances

Ordinance 2019-17 “AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS TO AMERICAN LEGION, DEPARTMENT OF SOUTH CAROLINA, POST #124 FOR THE PURPOSE OF PROVIDING INGRESS, EGRESS, AND VEHICULAR PARKING ON CERTAIN COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.”

Name

NO ONE

We are the Problem

Over the past several months, I have been thinking about what I feel is the fundamental cause of most of our problems throughout America. I have looked at several different cultures, countries, and civilizations, and the underlying cause is the same. All of are dominated by supremacist society. A supremacist is someone who feels that due to their race, color, creed, national origin, etc., that they are naturally superior to everyone else. Since our Founding Fathers, America has been a White Supremacist Nation.

My Supremaist feelings were brought to my attention 30 years ago, a close friend and co-worker of mine were discussing prejudice. I said "I have gotten over my prejudice feelings," he laughed and said, "We both still have prejudice feelings, deep down inside you wouldn't want your daughter marrying a black man, and I certainly would not want my daughter to marry a white man." I knew he was right; at some level, I was a supremacist.

Today all of us are, no matter our race, color or creed, are products of living in a White Supremacist Nation. The effects on each of us are very different; in the end, the problem is not, our County Council, Democrats, Republicans, the President, Congress, health care, guns, or anything else. We can address all of these issues by exercising our right to voting. We are the Problem. The turmoil and violence in our country today is a result of the White Supremacy of our Nation.

When it comes to politics, I have always believed that socialism was the best form of government until you run out of somebody else's money to spend, then what? The basic problem with White Supremacy is that when the number of whites compared to everyone else becomes smaller we, we tend to respond with anxiety. Typically, women respond with quietness, receding into oneself, or even depression. Men respond with outrage, anger, and depression. This anxiety can result in violence, as in El Paso TX and Dayton, OH.

We of all races, colors, and creeds are the Answer. Somehow we must put this all behind us, if we don't we will doom our Nation.

Every morning before my feet hit the floor, I ask my maker, "Please help me to be a better man today than I was yesterday." We all however we wish, need to do the same.

Submitted for inclusion in the minutes.

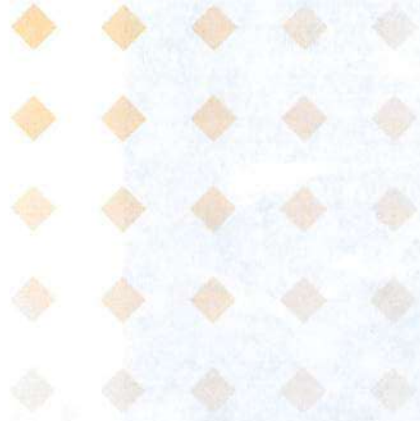
Al Shuler

2019 State of Homelessness Report

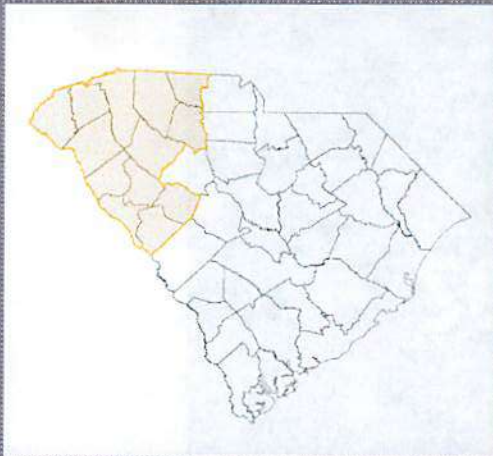


www.upstatecoc.org

Presentation to the Oconee County Council



Upstate Continuum of Care



The SC Upstate Continuum of Care (CoC) was established in 2012. It was formed by a group of relevant organizations within a 13-county geographic area set forth by HUD in the CoC Program interim rule.

The CoC is a plan to organize and deliver housing and services to people experiencing homelessness as they move into stable housing and maximum self-sufficiency. The Upstate CoC is made up of over 80 agencies across 13 counties coming together to make homelessness rare, brief and a non-recurring experience.



Continuum of Care Lead Agency

United Housing Connections serves as the collaborative applicant for the HUD CoC Program Grant application process and as the Homeless Management Information System (HMIS) Administrator for the region.

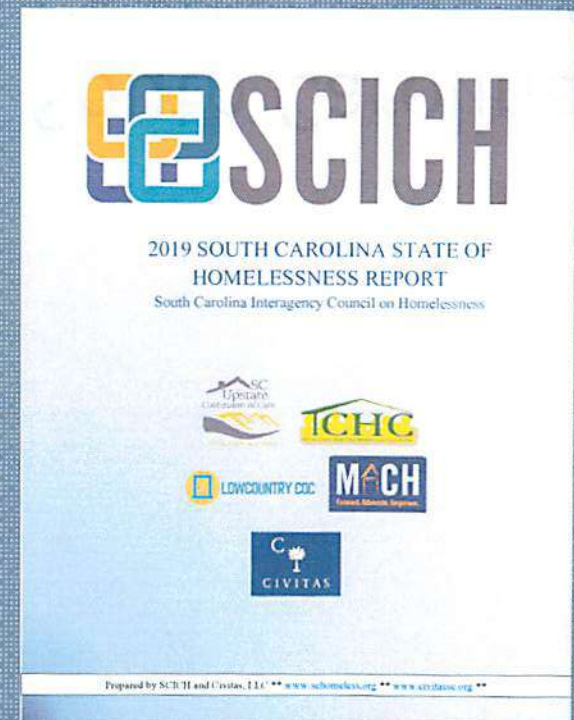
- Historically focused only on Point-in-Time Count data
 - *Limited usefulness*
 - *One-night count*
 - *Changes in definition, methodology*
- Inclusion of more data sources
- Inclusion of annualized data

Changes to the Statewide Report



Structure of Report

- Population
- Capacity/Inventory
- Performance
- *Continuum of Care- Specific Narratives*
- *Continuum of Care Compendium*





South Carolina Continuums of Care

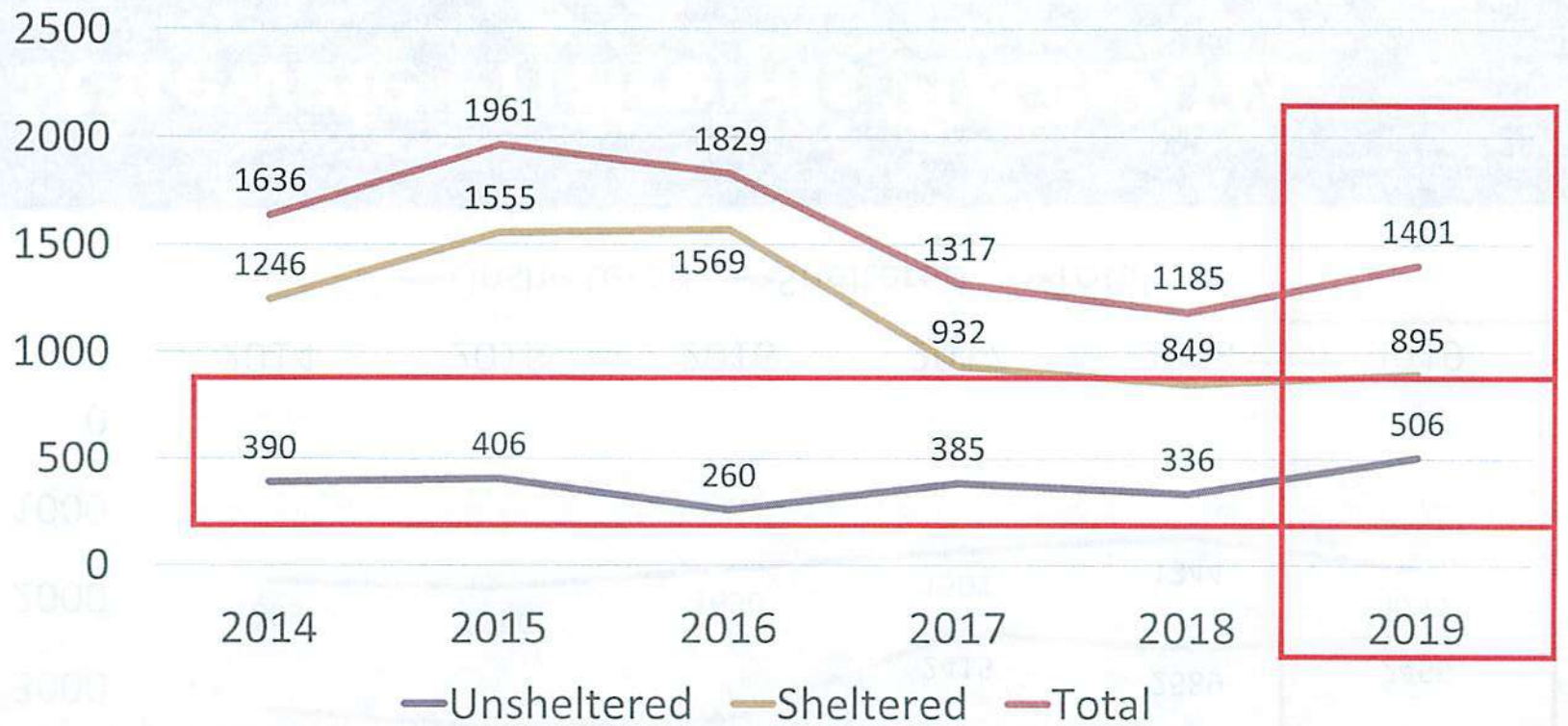
Data Sources

- **AHAR**
 - Annual Homelessness Assessment Report
 - 10/1/2016 – 9/30/2017
- **PIT**
 - Point-in-Time Count
 - 1/23/2019
- **US Census**
 - 2013-2017 American Community Service
- **McKinney-Vento**
 - 2016-2017 & 2017-2018 school years
- **HIC**
 - Housing Inventory Count
 - 1/23/2019
- **SPMs**
 - System Performance Measures
 - 10/1/2016 – 9/30/2017


POPULATION - PIT



Statewide PIT Trends 2014-2019



Upstate PIT Trends 2014-2019



Continuum of Care	Unsheltered	Sheltered	TOTAL	Veterans	Chronically Homeless
1. Upstate	506	895	1,401	110	321
2. MACH	292	923	1,215	188	277
3. TCHC	791	362	1,153	64	258
4. Lowcountry	128	275	403	100	86

2019 PIT Comparison by CoC

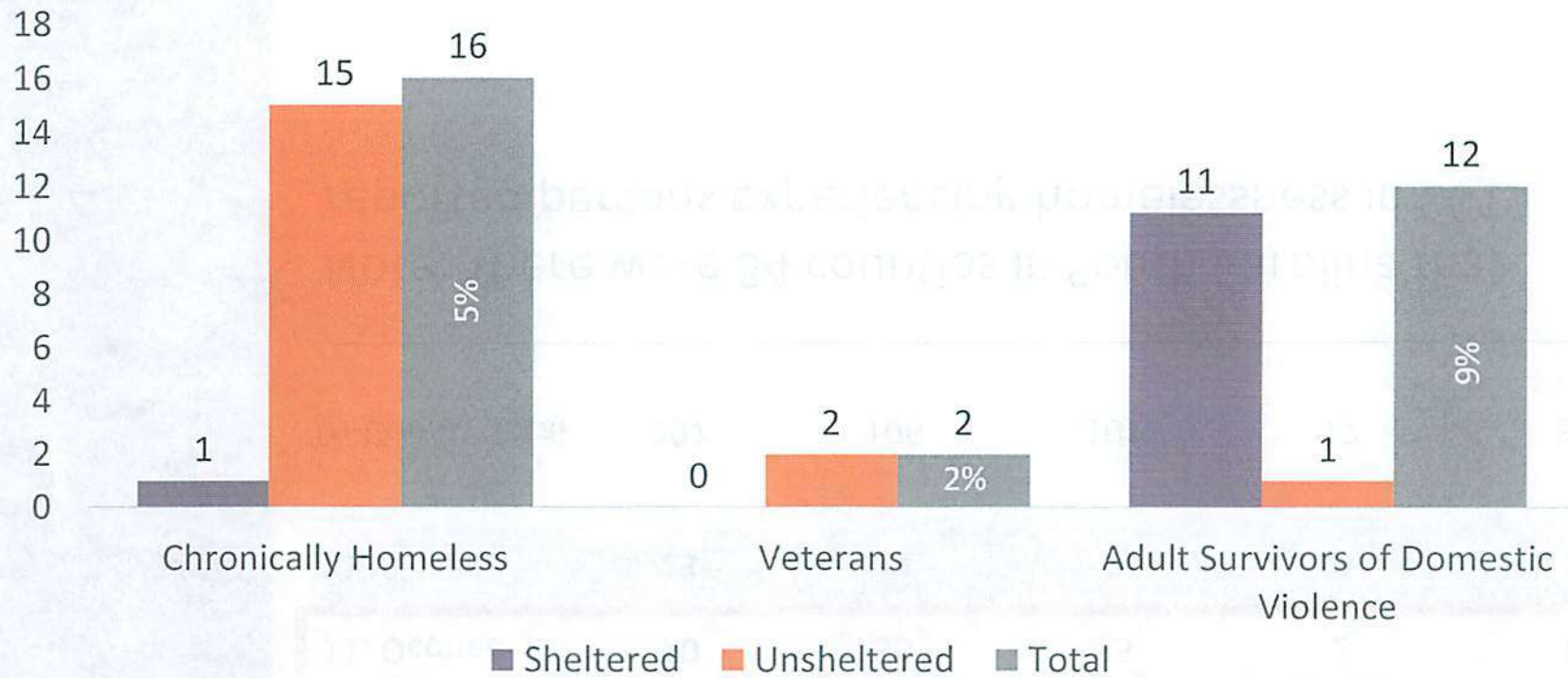
**2019 PIT
Comparison
by County –
Top 10**

County	TOTAL	Unsheltered	Sheltered	Veterans	Chronically Homeless
1. Richland	851	183	668	96	225
2. Horry	796	600	196	42	177
3. Greenville	753	242	511	57	193
4. Charleston	318	111	207	93	56
5. Spartanburg	229	88	141	22	39
6. Florence	215	112	103	15	44
7. (tie) Greenwood	124	35	89	7	16
7. (tie) York	124	15	109	11	24
9. Lexington	117	6	111	75	3
10. Anderson	114	57	57	15	31

**Tri-County
2019 PIT
Count**

County	Total	Unsheltered	Sheltered	Veterans	CH
10. Anderson	114	57	57	15	31
11. Oconee	70	35	35	2	16
21. Pickens	23	14	9	0	5
Tri-County Total	207	106	101	17	52

Note: There were 34 counties in South Carolina that reported persons experiencing homelessness in 2019



Note: % of Total Upstate Subpopulation Count

2019 PIT Demographics – Subpopulations Oconee County*

*Categories are not mutually exclusive



POPULATION – CENSUS DATA

**Oconee
County
Homeless vs.
Census Data
—
Age and
Gender**

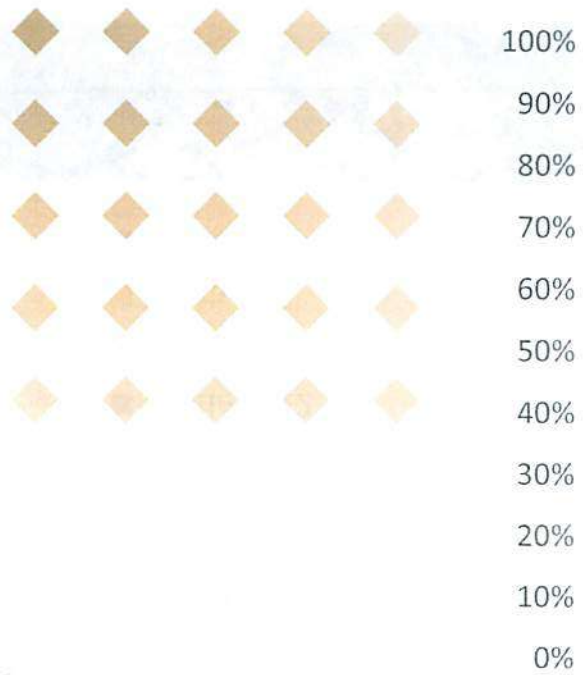
	Oconee County PIT Percent	Oconee County Census Percent
Under 18	14%	20%
18 and over	86%	80%
62 and over	1%	27%
Median Age	36	45
Female	54%	51%
Male	46%	49%

**Oconee
County
Homeless vs.
Census Data**
—
**Ethnicity and
Race**

	Oconee County PIT Percent	Oconee County Census Percent
Non-Hispanic	96%	95%
Hispanic	4%	5%
White	52%	88%
Black/AA	43%	7%
Asian	0%	1%
American Indian/ Alaska Native	4%	1%
Native Hawaiian	0%	0%
Multiple Races	1%	2%
Other	N/A	1%



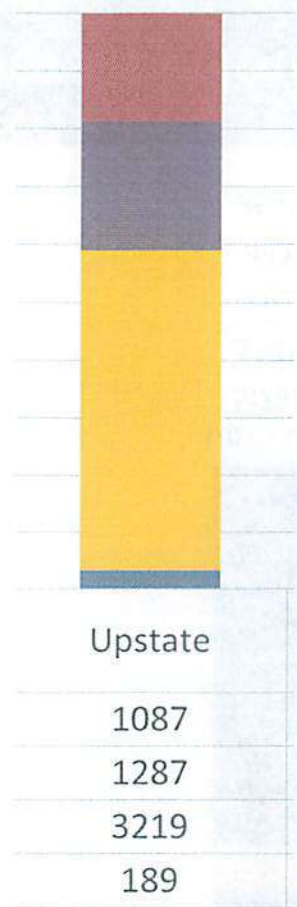
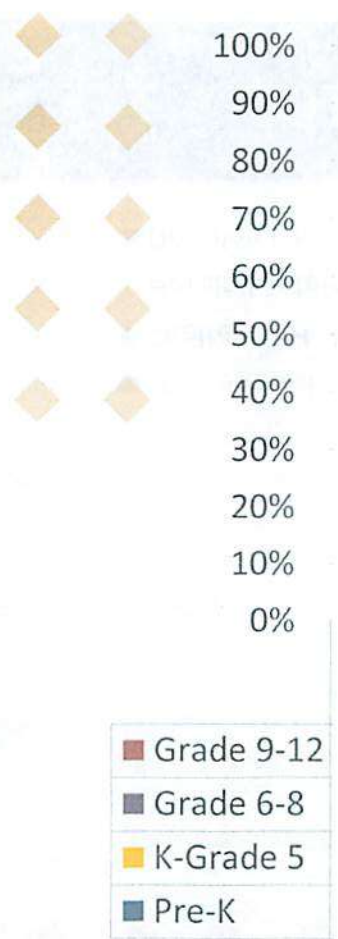
POPULATION – MCKINNEY-VENTO



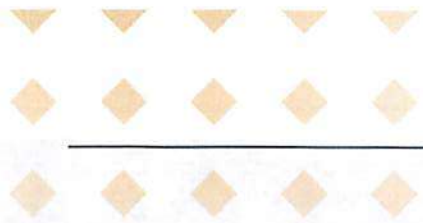
- Unsheltered
- Shelters, TH, Awaiting Foster Care
- Hotels/Motels
- Doubled Up



2017-18 McKinney-Vento Numbers by Housing Status



2017-18 McKinney-Vento Numbers by Grade



Percent Proficiency

School Year	Content Area	All Students	Pupils in Poverty	Students Experiencing Homelessness
2016-2017	English	44.1%	32.6%	24.3%
2016-2017	Math	43.2%	31.1%	22.0%
2015-2016	English	46.0%	33.4%	24.1%
2015-2016	Math	45.6%	34.0%	24.5%

Academic Achievement Proficiency Rates



POPULATION — TAKE-AWAYS

Point-in-Time Data (2019)

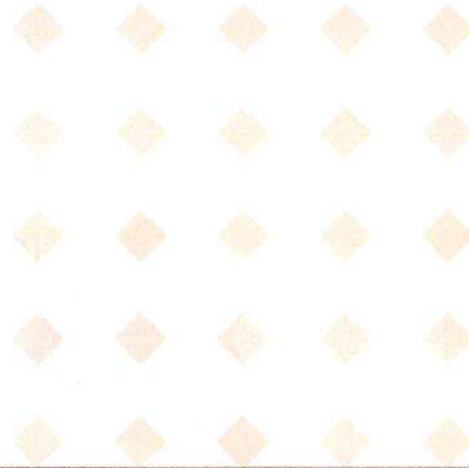
- Statewide PIT total was 4,172 (up 239 persons from last year) + in unsheltered persons
- Upstate CoC PIT total was 1,401 (up 216 persons from last year)
 - Increases in both sheltered (+46) and unsheltered (+170) counts
- The Upstate CoC had the highest PIT Count number by CoC (186 more than MACH)
- 321 Chronically Homeless persons counted in the Upstate (34% of the statewide total)
- Oconee County count was 70, (16 Chronically Homeless) – 11th highest overall county count in state

Comparisons to Census

- Compared to the Oconee County Census data, the homeless population in Oconee County tended to:
 - Be Younger, and
 - Vastly over-represent Black/African Americans

McKinney-Vento Data

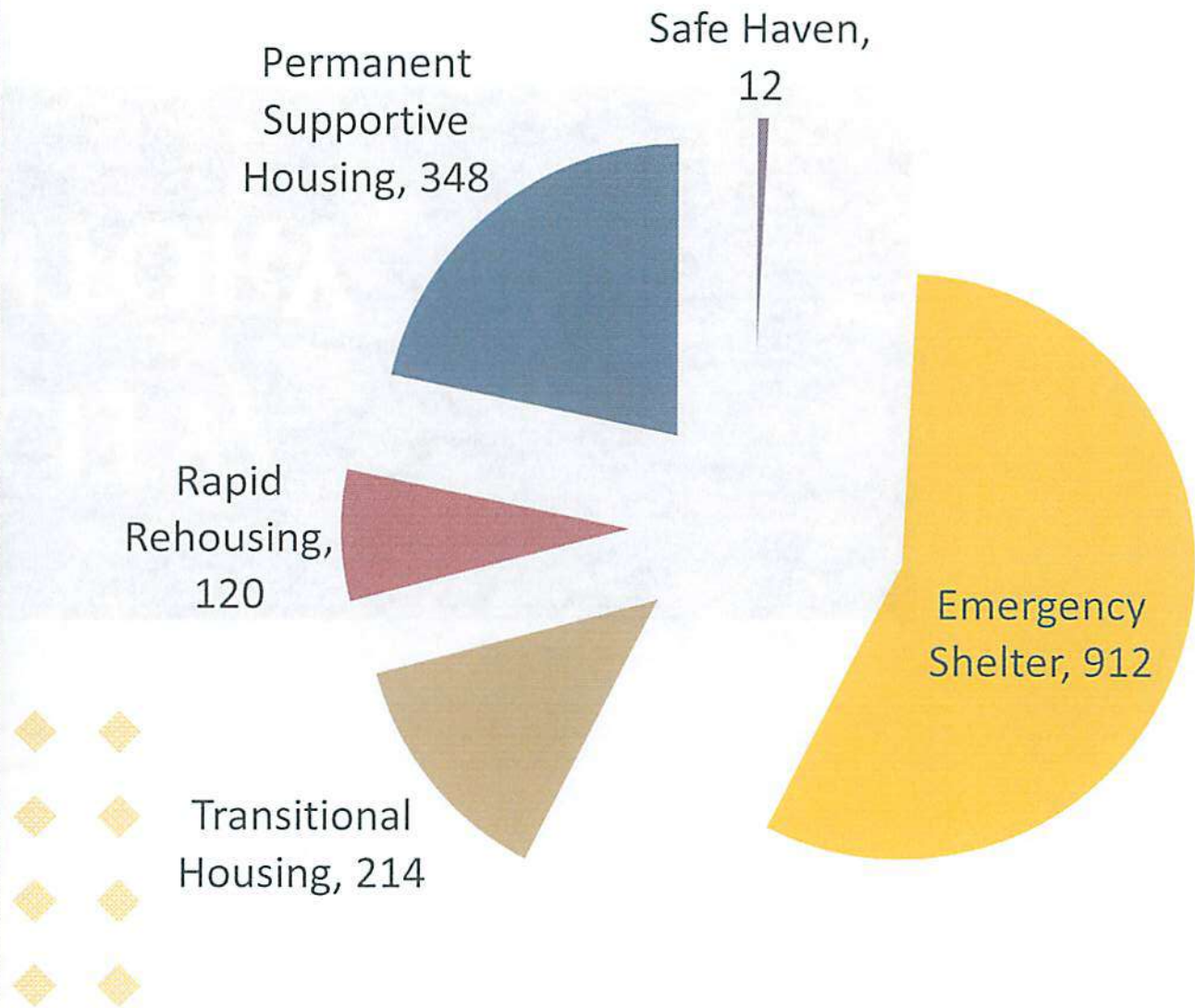
- 12,660 students were identified as experiencing homelessness in 2017-2018 (5,782 – 46% - were from the Upstate)
- The upstate had far and away the highest number of unsheltered students (1,345 or 76% of all unsheltered identified)
- The most students statewide (6,526) and in the Upstate (3,219) were counted in Elementary School
- Homelessness was shown to be related to poor academic proficiency in both English and Math

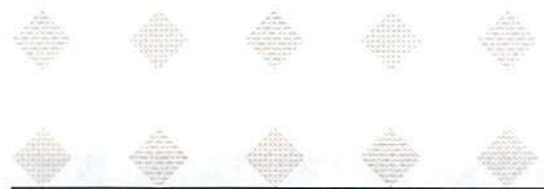


CAPACITY/ INVENTORY

Upstate HIC Bed Inventory – 2019

**Total beds =
1,606**



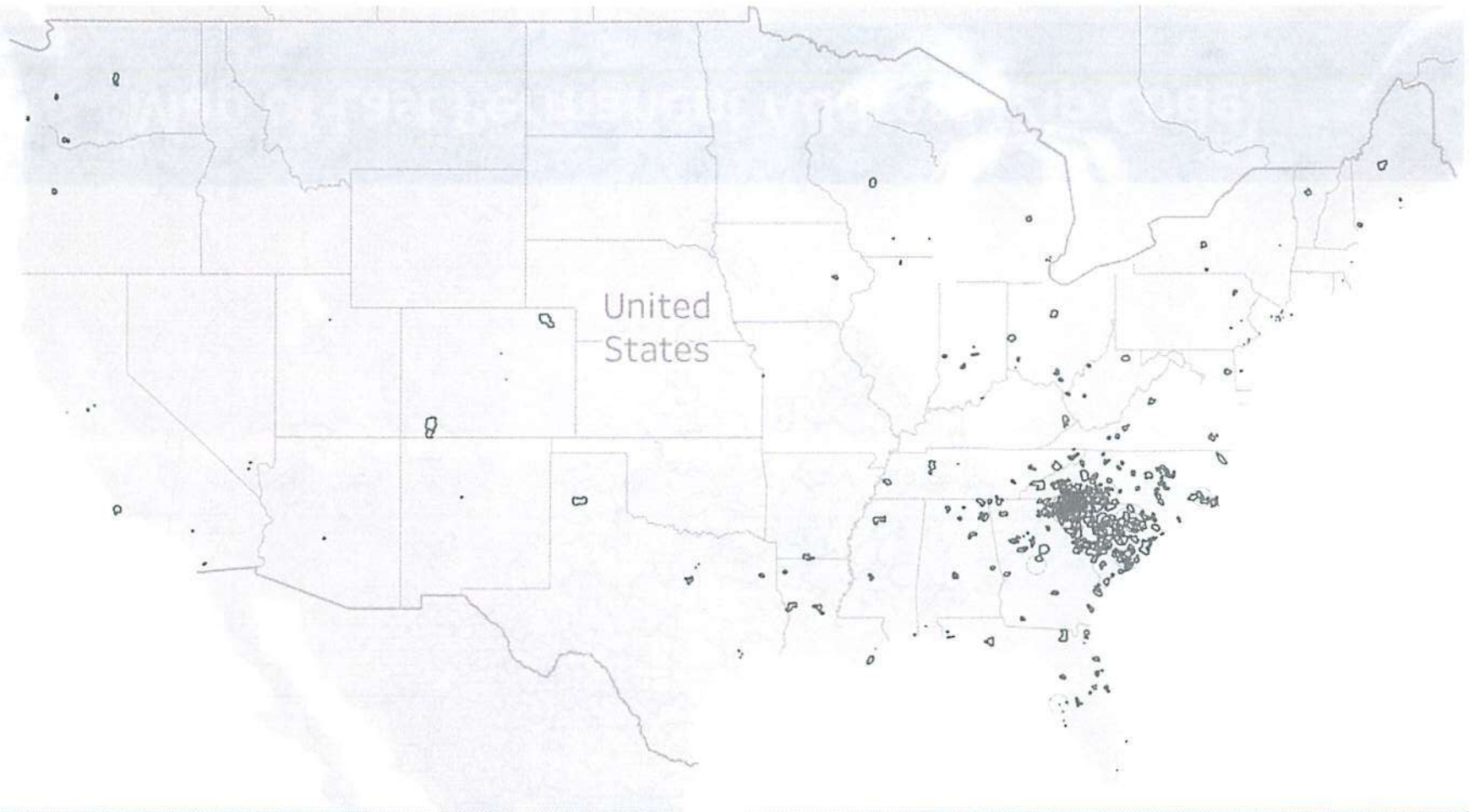


	HH without Child(ren)	HH with Child(ren)	HH with only Child(ren)
Total Beds Available in HIC	1,855	1,180	36
<i>Percent of Beds</i>	<i>60%</i>	<i>38%</i>	<i>1%</i>
Total Persons Counted in PIT	3,310	854	8
<i>Percent of Persons</i>	<i>79%</i>	<i>20%</i>	<i><1%</i>

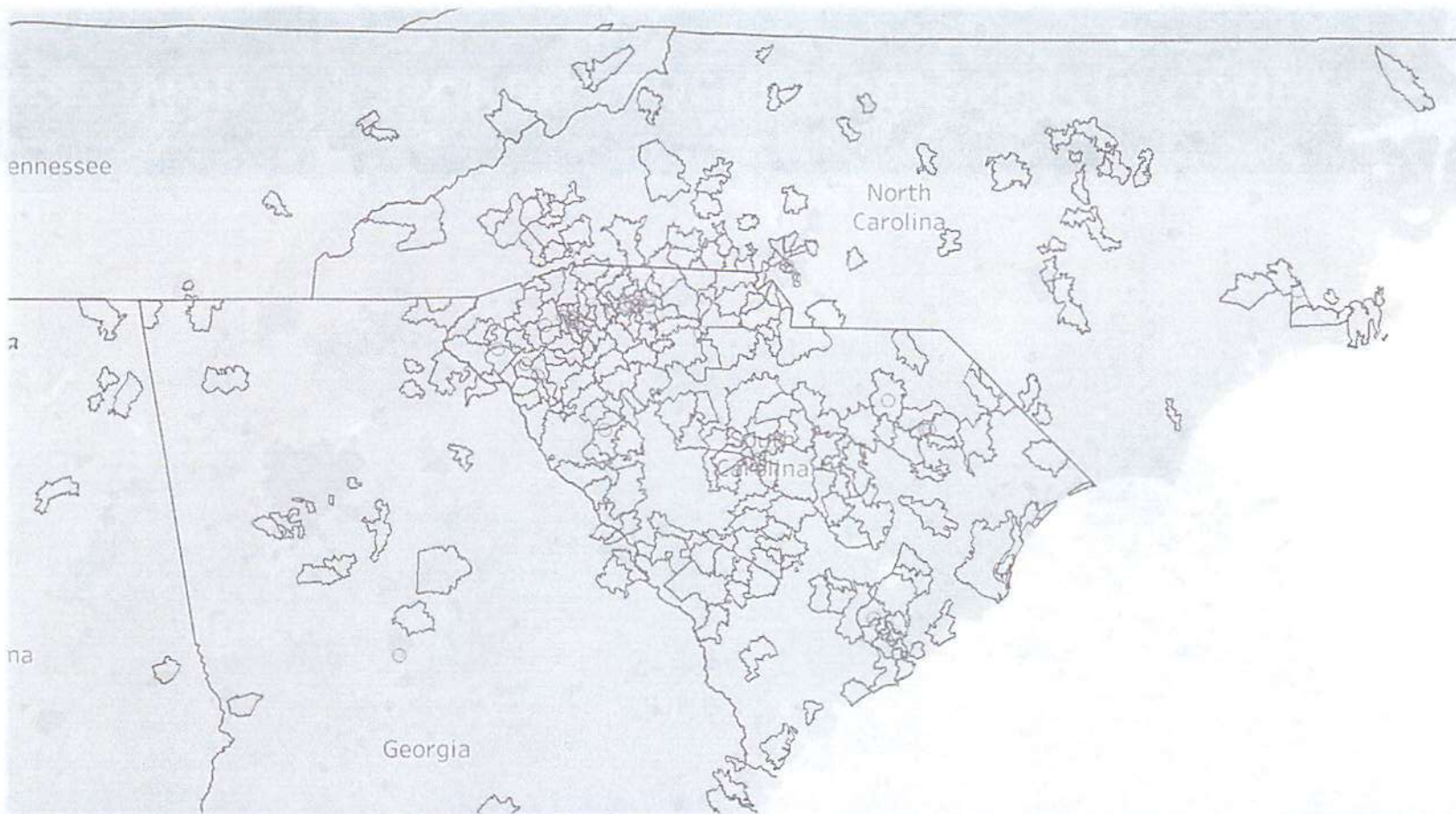
Statewide
Supply vs.
Demand

QUESTION:

Are Persons Receiving
Sheltered Services
from the Local Area?



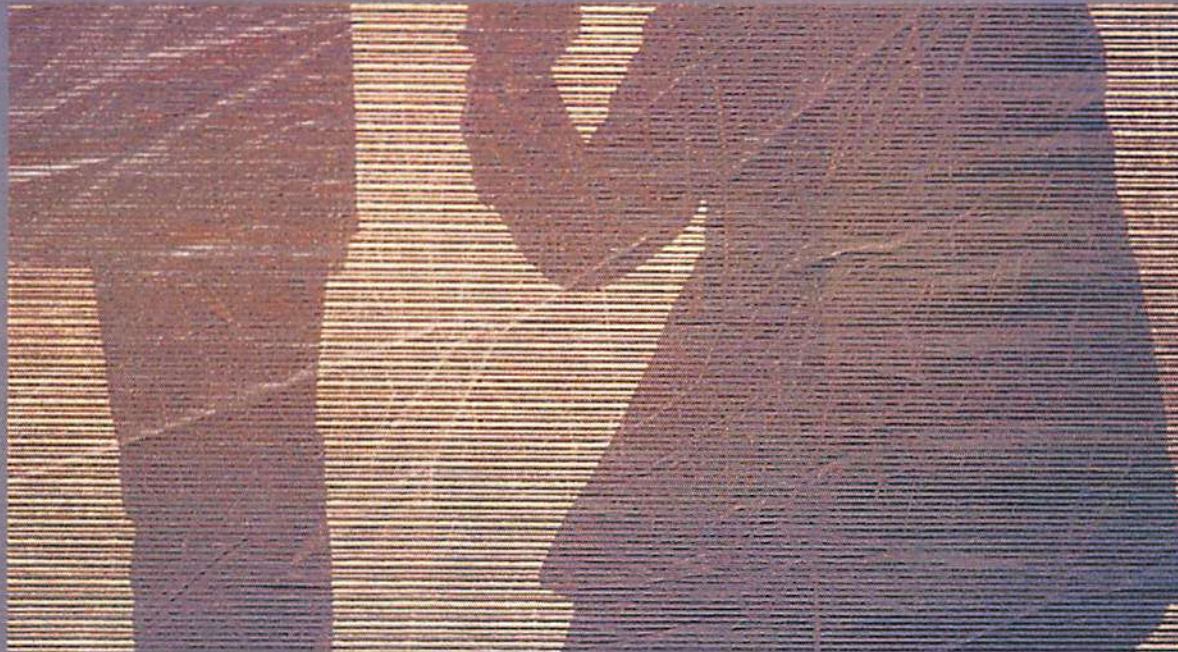
Map of Last Permanent Address (Zip Code)



Map of Last Permanent Address (Zip Code)

UPSTATE SC HOMELESSNESS SERVICES SYSTEM

2019 GAPS ANALYSIS & SYSTEM PERFORMANCE REPORT



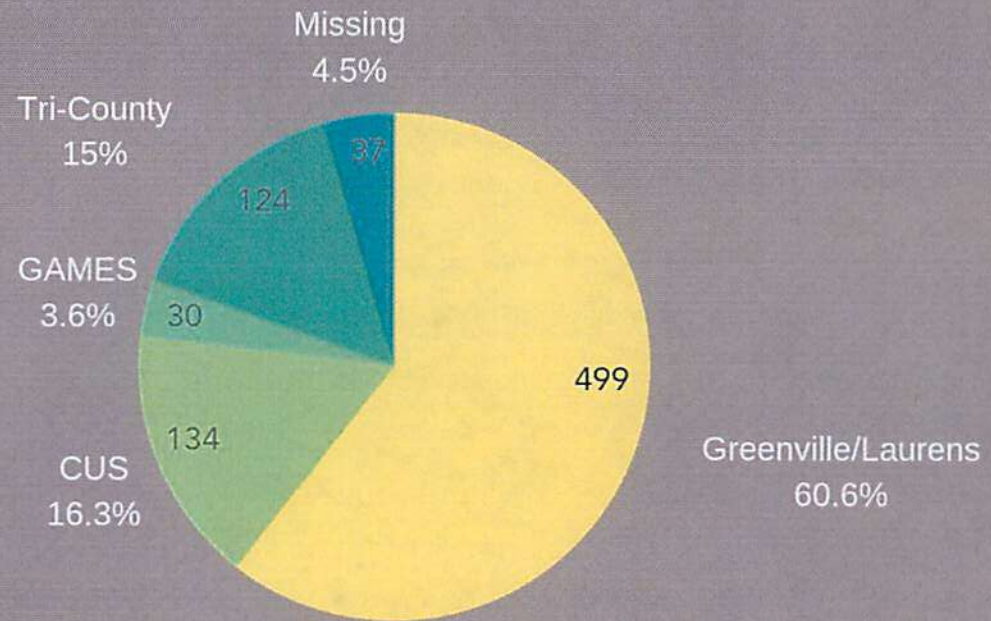
"Envisioning an Upstate SC where homelessness is rare, brief and non-reoccurring."

COORDINATED ENTRY SYSTEM

POPULATION & GEOGRAPHIC DISTRIBUTION



Of the 824 participants in the CES System, nearly 61% reported in the Greenville/Laurens area. In addition, the majority of those completing the intake process were single, African American women.



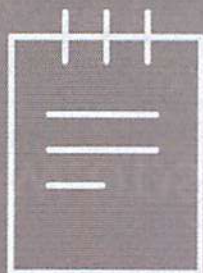


COORDINATED ENTRY SYSTEM

PERSONS SCORED FOR PSH NOT CHRONICALLY HOMELESS
POSSIBLE SOLUTIONS



Key solutions to making homelessness brief
and rare in our community.



- Increasing RRH and PSH inventory
- Developing upstream solutions to prevent homelessness
- Creating move-on strategies that work to promote maximum independence for participants with needed supports to remaining stably housed

For More Information, visit the
Upstate CoC Website:

www.upstatecoc.org/data

Or Contact:

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Contact Information

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